

WHEN RECORDED MAIL TO
AMERICAN SAVINGS AND LOAN
ASSOCIATION
300 North Harrison, 5th Floor
Stockton, CA 95203
Attn: Deborah S. Garber

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Loan No.
Escrow No.

DEED OF TRUST

THIS DEED OF TRUST is made this 28th day of June, 1984 among the Trustor,
BOCEP Properties, a Florida Joint Venture comprised of
ORLANDA CENTRAL PARK, INC., a Delaware corporation and (herein "Borrower"),
BELZ PARTNERS, a Tennessee general partnership.

SUNKIST SERVICE COMPANY, a California Corporation (herein "Trustee"),

and the Beneficiary, AMERICAN SAVINGS AND LOAN ASSOCIATION
a corporation organized and existing under the laws of California
whose address is 343 East Main Street, Stockton, California 95201 (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, ir-
revocably grants and conveys to Trustee, in trust, with power of sale, ~~the following described property~~
~~located in the County of _____, State of California.~~

All the real property attached as Exhibit "A",

the Addendum attached hereto as Exhibit "B" which is made a part hereof and
its provisions are incorporated herein in full;

~~which has the address of~~

~~(herein "Property Address");~~

TOGETHER with all the improvements now or hereafter erected on the property, and all easements,
rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to col-
lect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water
stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and
additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust;
and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a
leasehold) are herein referred to as the "Property";

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated
June 27, 1984 (herein "Note"), in the principal sum of (\$21,363,371.00)

TWENTY-ONE MILLION, THREE HUNDRED SIXTY-THREE THOUSAND, THREE HUNDRED SEVENTY-
ONE AND 00/100 Dollars
~~with interest thereon, providing for monthly installments of principal and interest, with the balance of the~~
~~indebtedness, if not sooner paid, due and payable on _____; the payment of~~
all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed
of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b)
the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to
paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to
grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and
defend generally the title to the Property against all claims and demands, subject to any declarations,
easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring
Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

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9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. **Remedies Cumulative.** All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. **Uniform Deed of Trust; Governing Law; Severability.** This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

17. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. **Acceleration; Remedies.** Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to five days before sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the

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sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. **Future Advances.** Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. **Reconveyance.** Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

23. **Substitute Trustee.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

24. **Request for Notices.** Borrower requests that copies of the notice of default and notice of sale be sent to Borrower's address ~~which is the Property Address.~~ *

25. **Statement of Obligation.** Lender may collect a fee not to exceed \$15 for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

* BOECP Ventures, 5118 Park Ave.
Memphis, Tennessee 38117

BOCEP Properties, a Florida Joint Venture
BY: ORLANDO CENTRAL PARK, INC., -Borrower
a Delaware corporation
BY: [Signature]
JAMES B. BROWN, President
BY: BELZ PARTNERS, a Tennessee -Borrower
general partnership
BY: [Signature] -Borrower
MARTIN S. BELZ, Managing
general partner

-Borrower

STATE OF CALIFORNIA,

County ss:

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared

_____, known to me to be the person(s) whose name(s) subscribed to the foregoing instrument and acknowledged that _____ executed the same.

WITNESS my hand and official seal.

Signature:

(Reserved for official seal)

.....
Name (typed or printed)

My Commission expires:

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Dated:

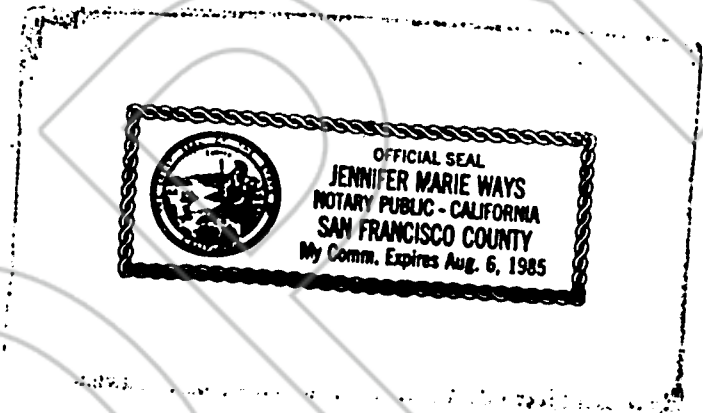
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STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO)

On this the 28 day of June, 1984 before me the undersigned Notary Public personally appeared JAMES B. BROWN proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as President of Orlando Central Park, Inc., a Delaware corporation and itself a general partner of Bocep Properties, a Florida joint venture on behalf of Bocep Properties therein.

Witness my hand and official seal.

Jennifer Marie Ways
Notary Public



STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO)

On this the 28 day of June, 1984 before me the undersigned Notary Public personally appeared MARTIN S. BFLZ proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Managing Partner of Belz Partners, a Tennessee general partnership, and itself a general partner of Bocep Properties, a Florida joint venture on behalf of Bocep Properties therein.

Witness my hand and official seal.

Jennifer Marie Ways
Notary Public

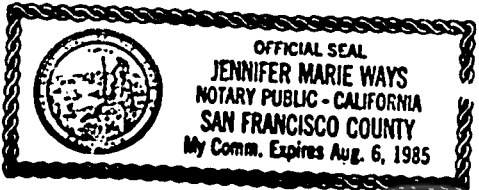


EXHIBIT B

ADDENDUM TO DEED OF TRUST

This is an Addendum to that certain Deed of Trust (the "Deed of Trust") made June 28, 1984, among BOCEP PROPERTIES, a Florida joint venture, as Trustor (herein "Borrower"), SUNKIST SERVICE COMPANY, a California corporation, as Trustee, and AMERICAN SAVINGS AND LOAN ASSOCIATION, a California corporation, as Beneficiary (herein "Lender").

Notwithstanding anything to the contrary in the Deed of Trust:

1. Any and all obligations of the Borrower contained in the Deed of Trust shall be nonrecourse whether or not specifically mentioned. In the event of any breach of covenant, misstatement, omission, neglect or other default or other event under the Note, Deed of Trust or other related security documents, except for fraud, whether or not resulting in the acceleration of principal and accrued interest hereunder or non-payment of the Note at maturity, Lender agrees, absent fraud, that its only recourse, remedy, right or action shall be against the real and personal property securing the Note and that Borrower, any general or limited partner of Borrower, or any shareholder of Borrower, their respective heirs, personal representatives, successors and assigns shall have no personal liability under the Note hereunder or under any other related security documents or otherwise.

2. The parties represent and acknowledge that they have entered into a Real Estate Purchase Agreement (the "Purchase

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Agreement") of even date herewith, relating to the property encumbered by this Deed of Trust and which may also relate to other property. In the event of any inconsistency between the Purchase Agreement and the Deed of Trust, the Purchase Agreement shall prevail.

3. Borrower's title to the Property is subject to the "Permitted Exceptions" set forth in the Purchase Agreement.

4. All of Section 2; Section 3; and the two (2) last sentences of Section 6 of the Deed of Trust and all references thereto are deleted.

5. Amounts disbursed by Lender pursuant to paragraph 7 of the Deed of Trust shall become additional indebtedness of Borrower secured by the Deed of Trust on a non-recourse basis as provided herein.

6. Paragraph 10 of the Deed of Trust is deleted.

7. Lender's right to collect costs and expenses pursuant to paragraph 18 of the Deed of Trust is subject to the Non-Recourse provisions of the Deed of Trust.

8. So long as Borrower under the Note secured by this Deed of Trust is not in default under the Note, Deed of Trust or any other agreement with Holder of the Note, the Note may be assumed by a buyer whose creditworthiness and management abilities are acceptable to Holder, which acceptance will not be unreasonably withheld. However, in order for such an assumption to be allowed, Buyer must execute assumption agreement documentation acceptable to Holder, which obligates Buyer to assume all the obligations of Buyer's vendor under all agreement related to the

Note in favor of Holder. Upon an assumption as set forth herein, Holder may not increase the rate of interest other than as provided for in the Note and Holder may charge a loan assumption fee, in accordance with the terms of the Agreement.

In Witness Whereof, Borrower has executed this Addendum to Deed of Trust.

BOCEP PROPERTIES,
a Florida joint venture
By: Orlando Central Park, Inc.,
Joint Venturer

By *James B. Brown*
James B. Brown President

By: Belz Partners, Joint Venturer
By *Martin S. Belz*
Martin S. Belz, Managing Partner

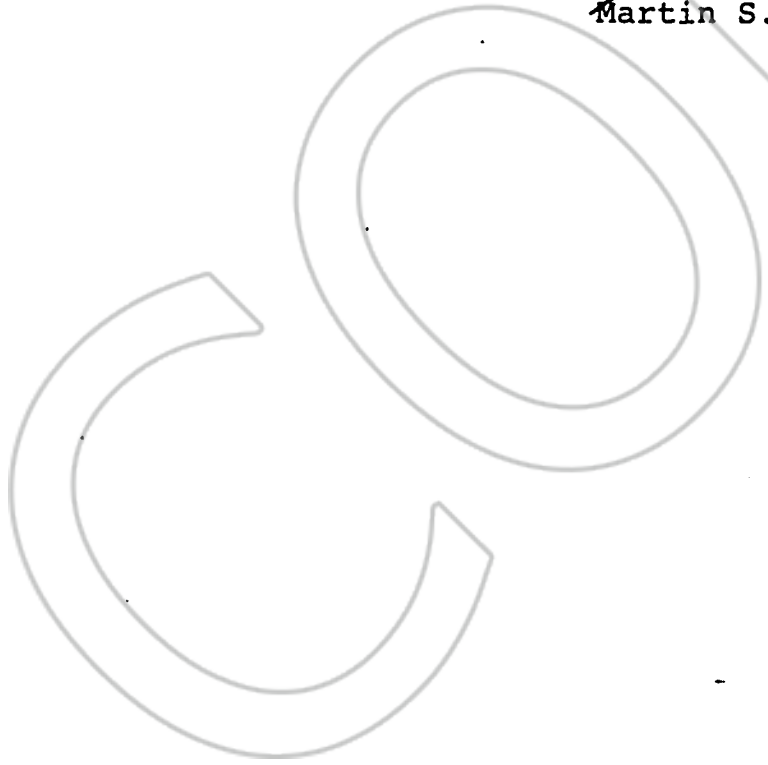


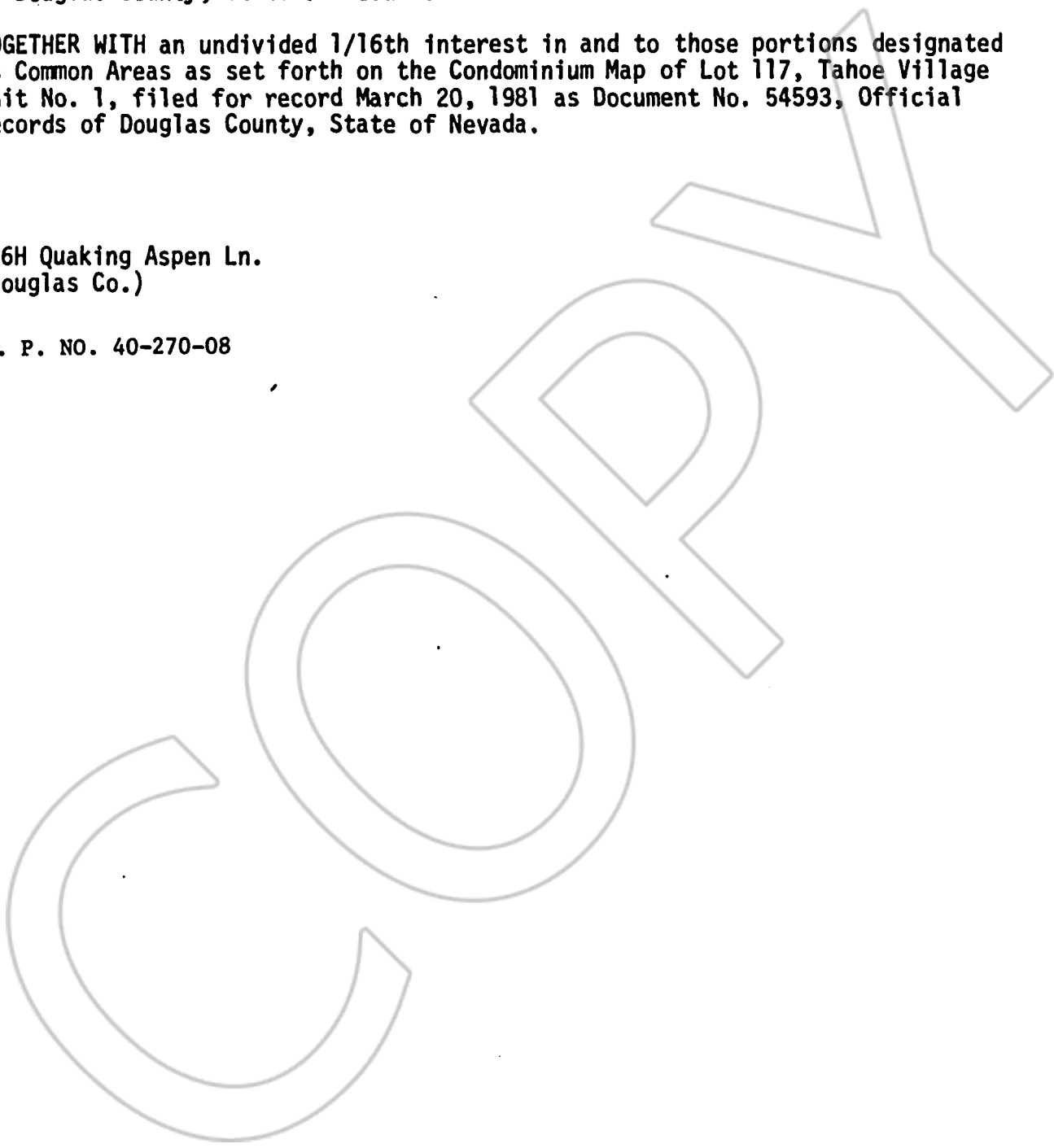
EXHIBIT "A"

Unit 8, as set forth on the Condominium Map of Lot 117, Tahoe Village Unit No. 1, filed for record March 20, 1981, as Document No! 54593, Official Records of Douglas County, State of Nevada.

TOGETHER WITH an undivided 1/16th interest in and to those portions designated as Common Areas as set forth on the Condominium Map of Lot 117, Tahoe Village Unit No. 1, filed for record March 20, 1981 as Document No. 54593, Official Records of Douglas County, State of Nevada.

216H Quaking Aspen Ln.
(Douglas Co.)

A. P. NO. 40-270-08



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BOOK 984 PAGE 1333

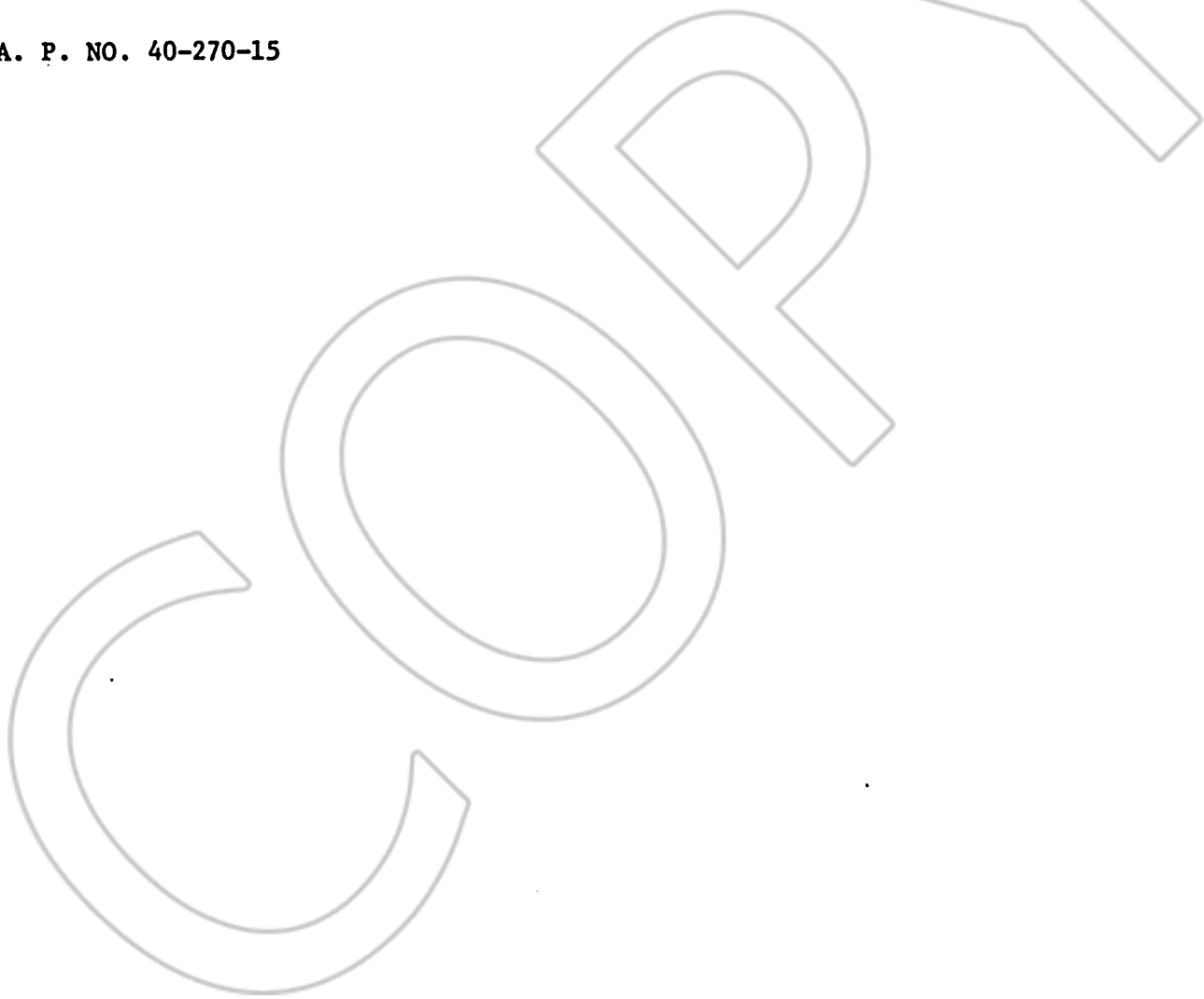
EXHIBIT "A"

Unit 15, as set forth on the Condominium Map of Lot 117, Tahoe Village Unit No. 1, filed for record March 20, 1981, as Document No. 54593, Official Records of Douglas County, State of Nevada.

Together with an undivided 1/16th interest in and to those portions designated as Common Areas as set forth on the Condominium Map of Lot 117, Tahoe Village Unit No. 1, filed for record March 20, 1981, as Document No. 54593, Official Records of Douglas County, State of Nevada.

216 "O" Quaking Aspen Lane
(Douglas County) Nevada

A. P. NO. 40-270-15



106730

BOOK 984 PAGE 1334

"EXHIBIT A"

PORTION of Lot 211, Map of Stone Orchard, Stonehurst, filed March 4, 1908, Map Book 23, Page 72, Alameda County Records, described as follows:

BEGINNING at the point of intersection of the northeastern of San Leandro Street, formerly Hostense Avenue, as established by the Final Decree in Condemnation, made September 16, 1932, by the Superior Court, Alameda County in Action No. 107774, Cit of Oakland, a municipal corporation vs Joseph Fernandez, a single man, et al., a certified copy which was recorded September 16, 1932, in Book 2883, Page 66, Official Records of Alameda County, with the Southeastern line of 107th Avenue, formerly Plum Street, as said street is shown on said Map; running thence along the said line of 107th Avenue, north 58 degrees 55' 30", east, 28.55 feet to a point on the northeastern line of said Lot 211; thence along the said last mentioned south 31 degrees 04' 30", east, 100 feet; thence south 58 degrees 55' 30", west, 5.94 feet to a point on the said northeastern line of San Leandro Street; thence along the said last mentioned line, north 43 degrees 59', west, 102.59 to the point of beginning.

900 - 107th Avenue
Oakland, CA.

County of Alameda

APN #45-5210-12

106730

BOOK 984 PAGE 1335

EXHIBIT "A"

PARCEL 1:

Lot 1, as said lot is shown on the map of the Map of Tract 3941, City of Hayward Alameda County, California, the Elms, filed August 2, 1978, in Book 104 of Maps, Pages 36 and 37, Alameda County Records.

PARCEL 2:

AN EASEMENT for ingress and egress to and from Parcel 1 above, over those portions of Tract 3941 above referred to, as provided in Sections 2.2 and 2.3 of the Declaration of Covenants, Conditions and Restrictions filed October 26, 1978, in Reel 5642, Image 278, Instrument No, 78-208677, Alameda County Records.

PARCEL 3:

EASEMENTS for support, maintenance and party wall purposes, as provided for in the Declaration of Covenants, Conditions and Restrictions filed October 26, 1978, in Reel 5642, Image 278, Instrument No. 78-208677, Alameda County Records.

A.P. No: 78C-451-9

503 Blue Jay Drive
Hayward, California
(Alameda County)

REQUESTED BY

IN OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA

'84 SEP 17 11:42

SUZANNE BEAUREAU
RECORDER

\$ PAID DEPUTY

106730

BOOK 981 PAGE 1335

EXHIBIT "A"

A portion of Lot 32, Block 12, Map of the lands of the Regent Street Homestead Association, filed April 5, 1871, Map Book 1, pages 36 and 37, Alameda County Records, described as follows:

Beginning at a point on the southern boundary line of Lot 32, Block 12, as said lot is shown on the map of the lands of the Regent Street Homestead Association herein referred to; distant thereon westerly 80 feet from the intersection thereof with the western line of King Street, as said Street is shown on said map; thence westerly along said southern line of Lot 32, 40 feet' thence northerly parallel with the western line of King Street 57.09 feet to the southern line of Russell Street (as said Street is shown on Map of Russell Street Opening, filed February 3, 1905, in Map Book 20, page 26, Alameda County Records; thence easterly along said line of Russell Street to the intersection thereof with a line drawn northerly from the point of beginning parallel with said western line of King Street; thence southerly along said last named line to the point of beginning.

1652 Russell Street
Berkeley, California
(Alameda County)

TAX ACCOUNT NO. 53-1609-35

106730

BOOK 984 PAGE 1337

EXHIBIT "A"

Beginning at a point on the southwestern line of Outlook, formerly Diana Avenue, distant thereon North 49°40' West 96.094 feet from the western line of Parker Avenue as said avenues are shown on the "Map of the Moss Estate, Oakland, California," filed June 4, 1925 in Book 4 of Maps at Page 74, in the Office of the County Recorder of Alameda County; running thence along said line of Outlook Avenue North 49°40' West 49.993 feet; thence South 50°15' West 168.28 feet, thence south 49°43' East 50 feet; thence North 50°15' East 168.24 feet to the point of beginning.

7709 Outlook Avenue
Oakland, CA.
(Alameda)
40A-3411-19

A. P. NO. 40A-3411-19

106730

BOOK 984 PAGE 1338

EXHIBIT "A"

A CONDOMINIUM ESTATE CONSISTING OF:

PARCEL A:

UNIT 218, as shown and defined in that certain Condominium Plan, recorded September 5, 1980, Series No. 152861, (hereinafter referred to as The Plan) being a portion of Lot 1, Tract 4445, filed August 8, 1980, Map Book 120, page 47, Alameda County Records.

PARCEL B:

AN UNDIVIDED 0.9158 percent interest to the Common Area, as defined in The Declaration of Covenants, Conditions and Restrictions, recorded September 5, 1980, Series No. 152862, Alameda County Records.

EXCEPTING THEREFROM:

1. UNITS 101 thru 126, 201 thru 226, 301 thru 326, all inclusive, as shown and defined in The Plan referred to above.
2. THE EXCLUSIVE right to possession of those areas designated as Deck/Balconies and Parking Stalls, as shown and defined in The Plan referred to above.

PARCEL C:

AN EXCLUSIVE easement for the use and possession of those portions of the Common Area designated and defined as Deck D-218 and Parking Stall P-36 in The Plan referred to above, as appurtenant to Parcels A and B above.

Commonly known as: 150 Pearl Street #218, Oakland
Alameda County Account Number: 10-792-159

106730

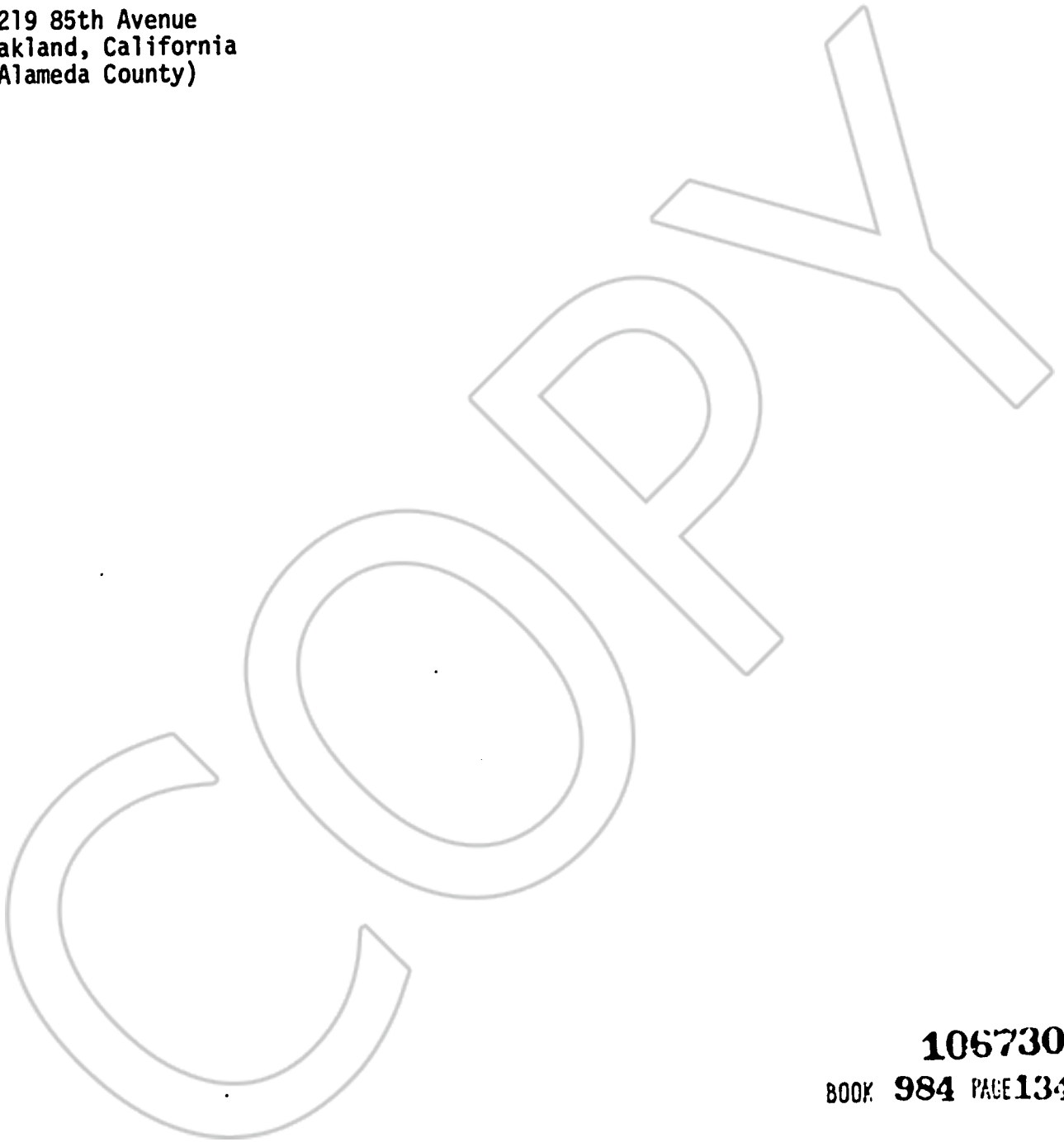
BOOK 984 PAGE 1339

EXHIBIT "A"

Lot 4, in Block 'V', according to the amended Map of the Moss Tract, filed July 26, 1892, in the office of the County Recorder of Alameda County, and of record in Map Book 17, Page 83.

A.P. No: 43-4571-13

2219 85th Avenue
Oakland, California
(Alameda County)



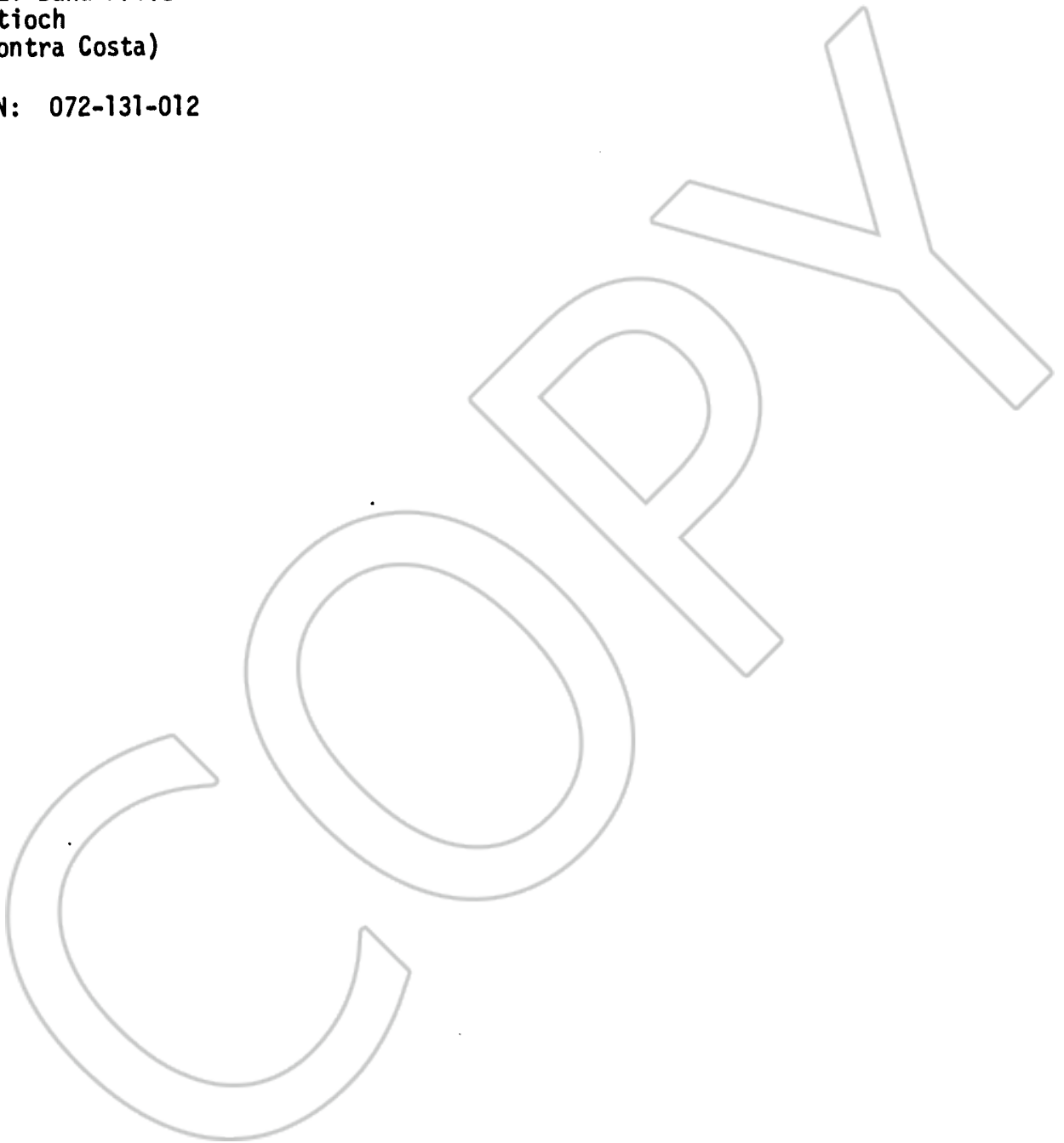
106730
BOOK **984** PAGE **1340**

EXHIBIT "A"

Lot 133, Map of Subdivision 4921, filed April 26, 1977, Map Book 195,
Page 41, Contra Costa County Records.

3621 Dana Drive
Antioch
(Contra Costa)

APN: 072-131-012



106730
BOOK **984** PAGE **1341**

EXHIBIT "A"

PARCEL ONE:

Lot 5, as shown on the map of Subdivision 5812, filed July 20, 1980, in Map Book 242, Page 42, Contra Costa County Records.

PARCEL TWO

A Right of Way (not to be exclusive) created in reference to the premises in the Deed from Katherine M. Walter, et vir, to Joseph A. Catharin, et ux, dated August 31, 1943 and recorded September 3, 1943, in Volume 745 of Official Records, at Page 362, "for use as a roadway for vehicles of all kinds, pedestrians, and animals, for water, gas, oil and sewer pipe lines, and for telephone, electric light and power lines, together with the necessary poles or conduits to carry said lines", over the strip of land described as Parcel Two in said Deed (745 OR 362).

PARCEL THREE:

The Right of Way granted in the Deed of Trust made by I.A. Solis, et ux, to Trustee, for Pioneer Investors Savings and Loan Association, beneficiary, dated January 18, 1956, and recorded February 16, 1956, in Volume 2708 of Official Records, at Page 581, as follows:

A Right of Way (not to be exclusive) as an appurtenance to Parcel One above, for use as a roadway for vehicles of all kinds, pedestrians and animals, for water, gas, oil and sewer pipe lines, and for telephone, electric light and power lines, together with the necessary poles or conduits to carry said lines over a portion of the Rancho Monte Del Diable, being a strip of land 25 feet in width described as follows:

BEGINNING on the northwest line of the parcel of land firstly described in the Deed from Katherine M. Walter to Hans L. Peterson, et ux, dated June 11, 1925, and recorded June 24, 1925, in Volume 505 of Deeds, at Page 454, at the southwest line of the parcel of land described as Parcel One in the partial reconveyance made by Corporation of America, dated May 7, 1952, and recorded May 15, 1952, in Volume 1933 of Official Records, at Page 220; thence from said point of beginning north 35 degrees 37' west, along said southwest line, 25 feet; thence north 50 degrees 27' east, 99.05 feet to the northeast line of the parcel of land described in said partial reconveyance (1933 OR 220); thence along the exterior line of said partial reconveyance parcel (1933 OR 220), south 35 degrees 37' east, 25 feet and south 50 degrees 27' west, 99.05 feet to the point of beginning.

PARCEL FOUR:

An exclusive easement as an appurtenance to Parcel One, above, for the purpose of vehicle parking, in Stall 5A over Lot 8 and Stall 5B over Lot 10, Map of Subdivision 5812, (242 M 42), as provided for in the Declaration of Restrictions recorded December 31, 1980, Book 10151, Page 142, Official Records.

PARCEL FIVE:

All Rights, rights of way and easements, provided for and set forth in the Declaration of Restrictions executed by Dielco Construction and Realty Corp., a California corporation and G.E.D. Properties, Inc., a California Corporation, recorded December 31, 1980, Book 10151, Page 142, Official Records, and any subsequent modifications or annexations thereof.

1220 Pine Creek #5
Concord (Contra Costa)

APN: 128-400-005

106730

BOOK 984 PAGE 1342

EXHIBIT "A"

Portion of Lots 2, 3 and 4 in Block 17, as shown on the map entitled "R.N. Burgess Company's Map No. 3, a portion of Parkside Addition and the Racetract Subdivision, Contra Costa County, California", which map was filed in the office of the Recorder of the County of Contra Costa, State of California, on May 6, 1912 in Book 7 of Maps, at page 155, described as follows:

Beginning on th south line of Concord Blvd. at the northwest corner of said Lot 4; thence from said point of beginning north 88 degrees 08' east along said south line, 66 feet; thence south 1 degree 52' east at right angles to said south line, 125 feet; thence south 88 degrees 08' west parallel with said south line of Concord Blvd., 66 feet to the west line of said Lot 2; thence north 1 degree 52' west along the west line of said Lots 2, 3 and 4, 125 feet to the point of beginning.

2890 Concord Blvd.,
Concord (Contra Costa)

APN: 113-261-007

106730

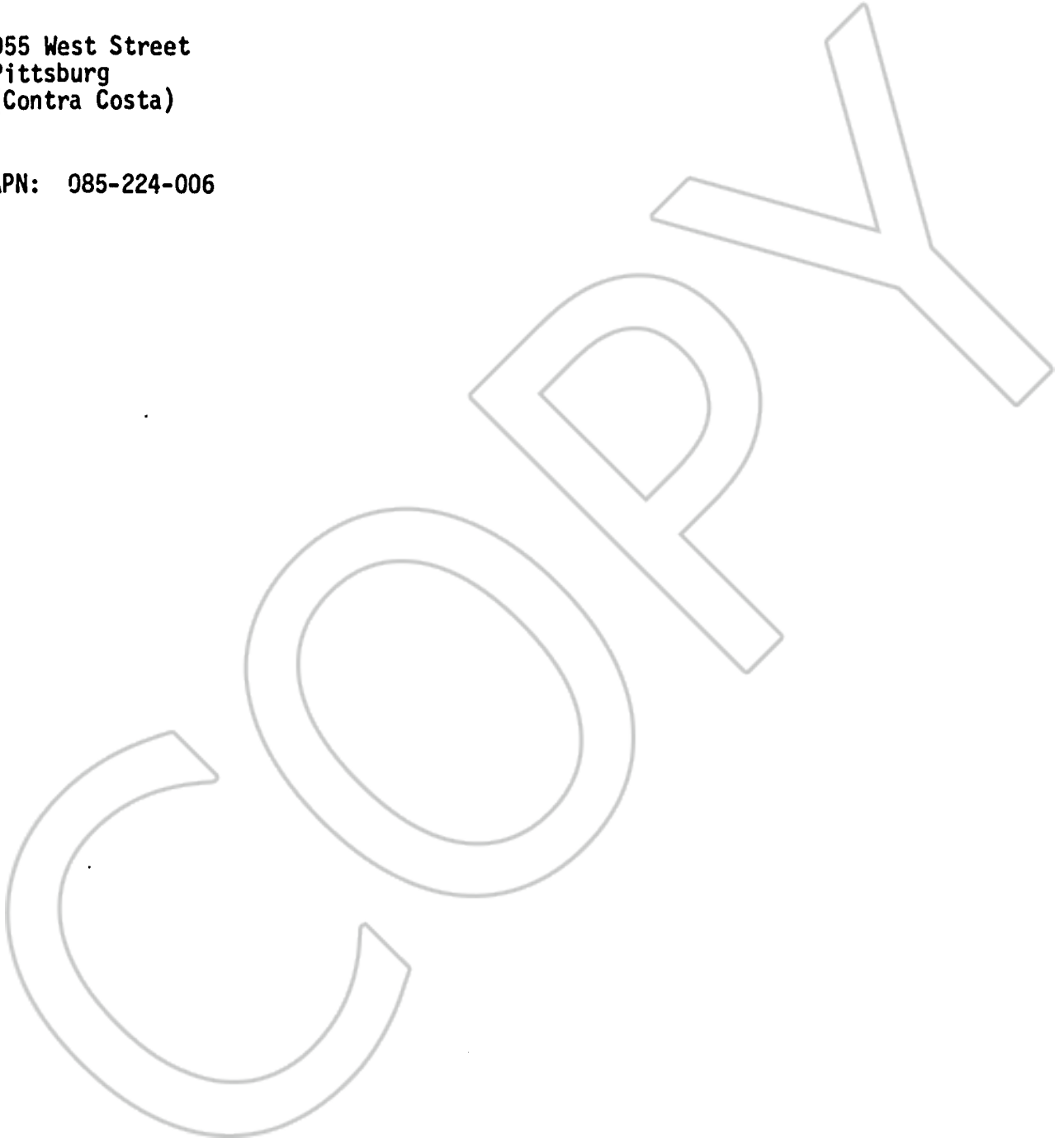
BOOK 984 PAGE 1343

EXHIBIT "A"

Lot 8 in Block 70, map entitled, "Amendment No. 1 Official Map of the City of Pittsburg", filed January 17, 1919, Book 17, Page 357, Contra Costa County Records.

955 West Street
Pittsburg
(Contra Costa)

APN: 085-224-006



106730
BOOK **984** PAGE **1344**

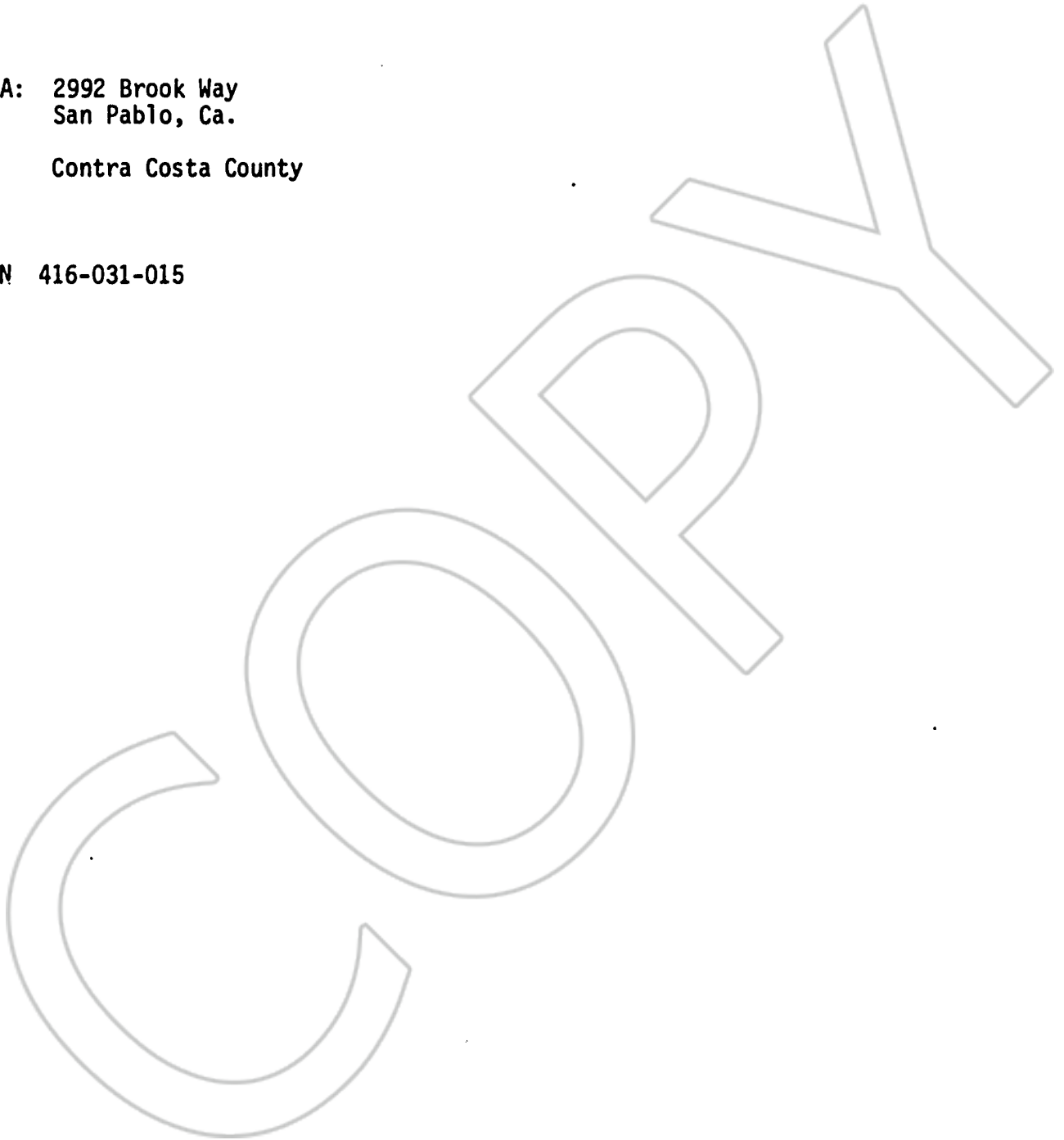
EXHIBIT "A"

Lot 35, Block 13, Map of Rollingwood, filed April 6, 1943, Map Book 26,
Page 916, Contra Costa County Records.

P/A: 2992 Brook Way
San Pablo, Ca.

Contra Costa County

APN 416-031-015



106730

BOOK 984 PAGE 1345

EXHIBIT "A"

All that portion of the East half of Section 4, Township 10 North, Range 12, East M.D.B.&M. and more particularly described as follows:

Beginning at a point in the West line of the parcel herein described, a 1 inch capped iron pipe at the Center quarter corner of said Section 4, thence from said point of beginning, South 00°55' East, 99.23 feet to a 3/4 inch capped iron pipe; thence East, 186.97 feet to a similar pipe on the Westerly boundary of a 50 foot road; thence continuing East, 25.56 feet to a point in the centerline thereof; thence along said centerline, North 12°05' West 168.25 feet; thence leaving said centerline, North 88°38' West, 27.86 feet to a similar pipe; thence continuing North 88°38' West, 152.20 feet to a fence post; thence South 00°55' East, 69.60 feet to the point of beginning.

According to a survey made under the direction of R.H. Jones, in November 1964.

2878 Crystal Springs Rd.
(El Dorado)

APN: 43-290-28

106730

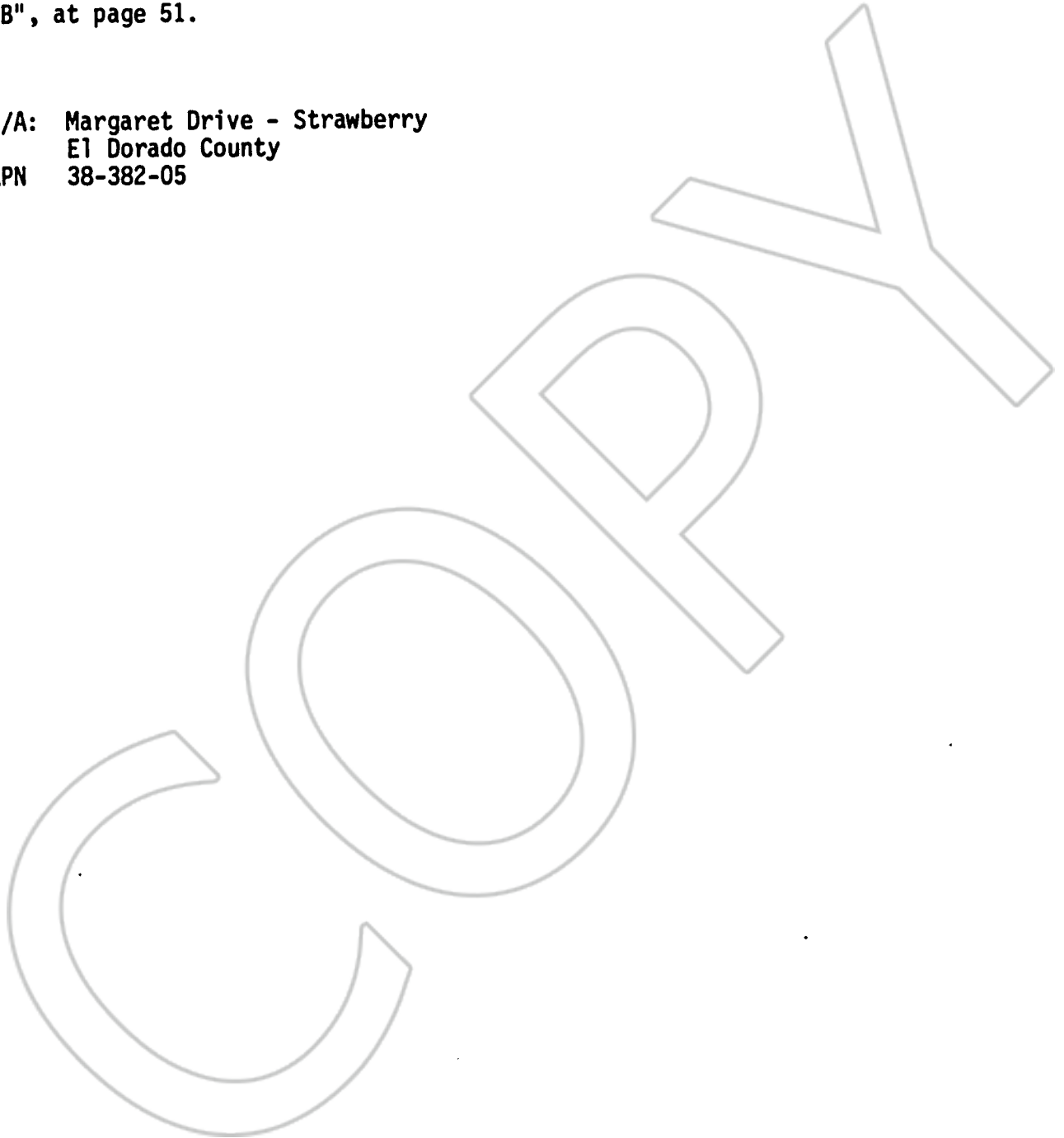
BOOK 984 PAGE 1346

EXHIBIT "A"

Lot 77 as shown on that certain map entitled "Strawberry Heights Sub-division Addition No. 1", filed in the office of the County Recorder of El Dorado County, State of California, on December 9, 1954, in Map Book "B", at page 51.

P/A: Margaret Drive - Strawberry
El Dorado County

APN 38-382-05



106730

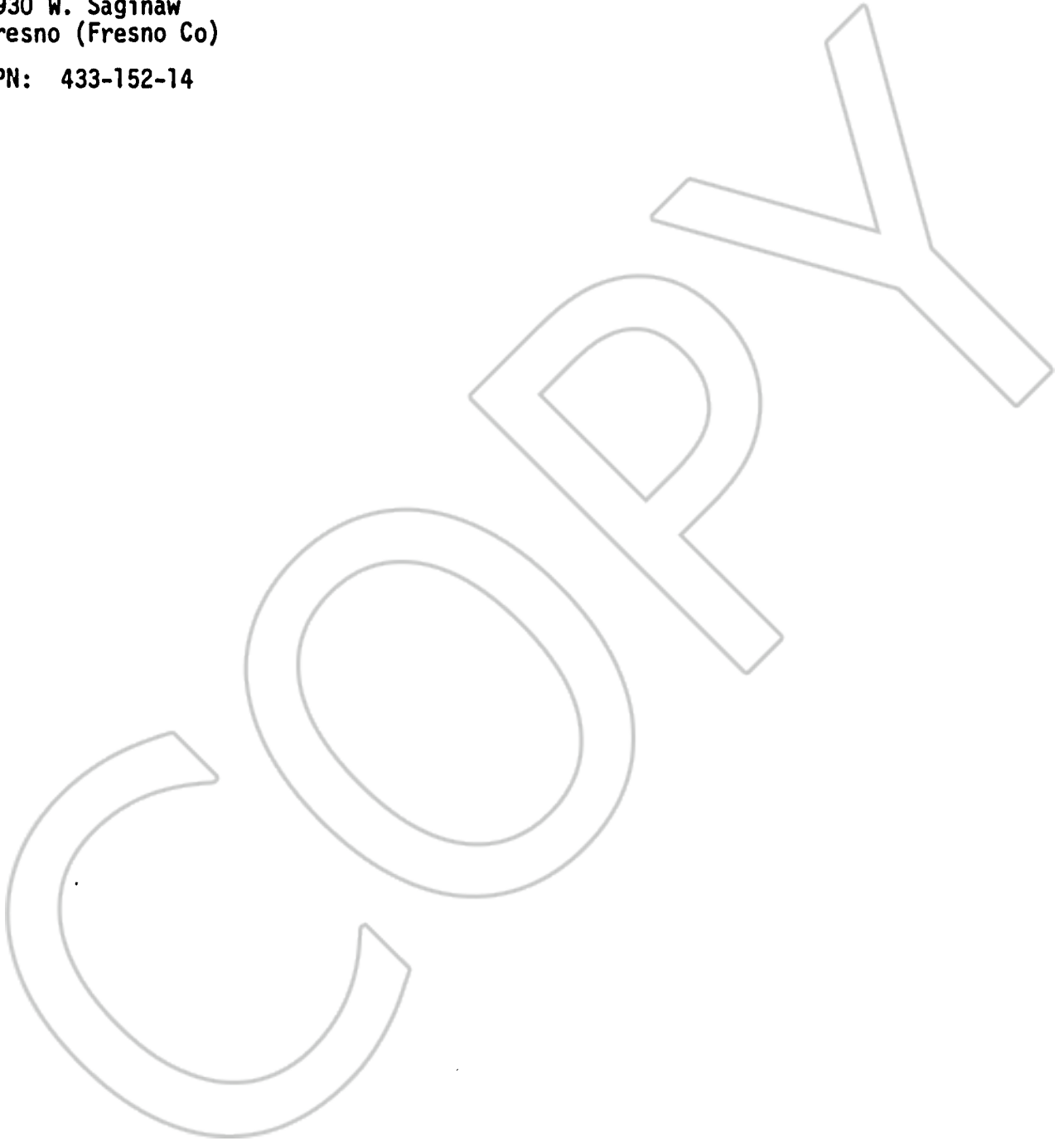
BOOK 984 PAGE 1347

EXHIBIT "A"

**Lot 86 of Tract No. 1458, Ashlan Village Homes, as per map recorded in
Book 17 Page 77 of Plats, Fresno County Records.**

**1930 W. Saginaw
Fresno (Fresno Co)**

APN: 433-152-14



106730

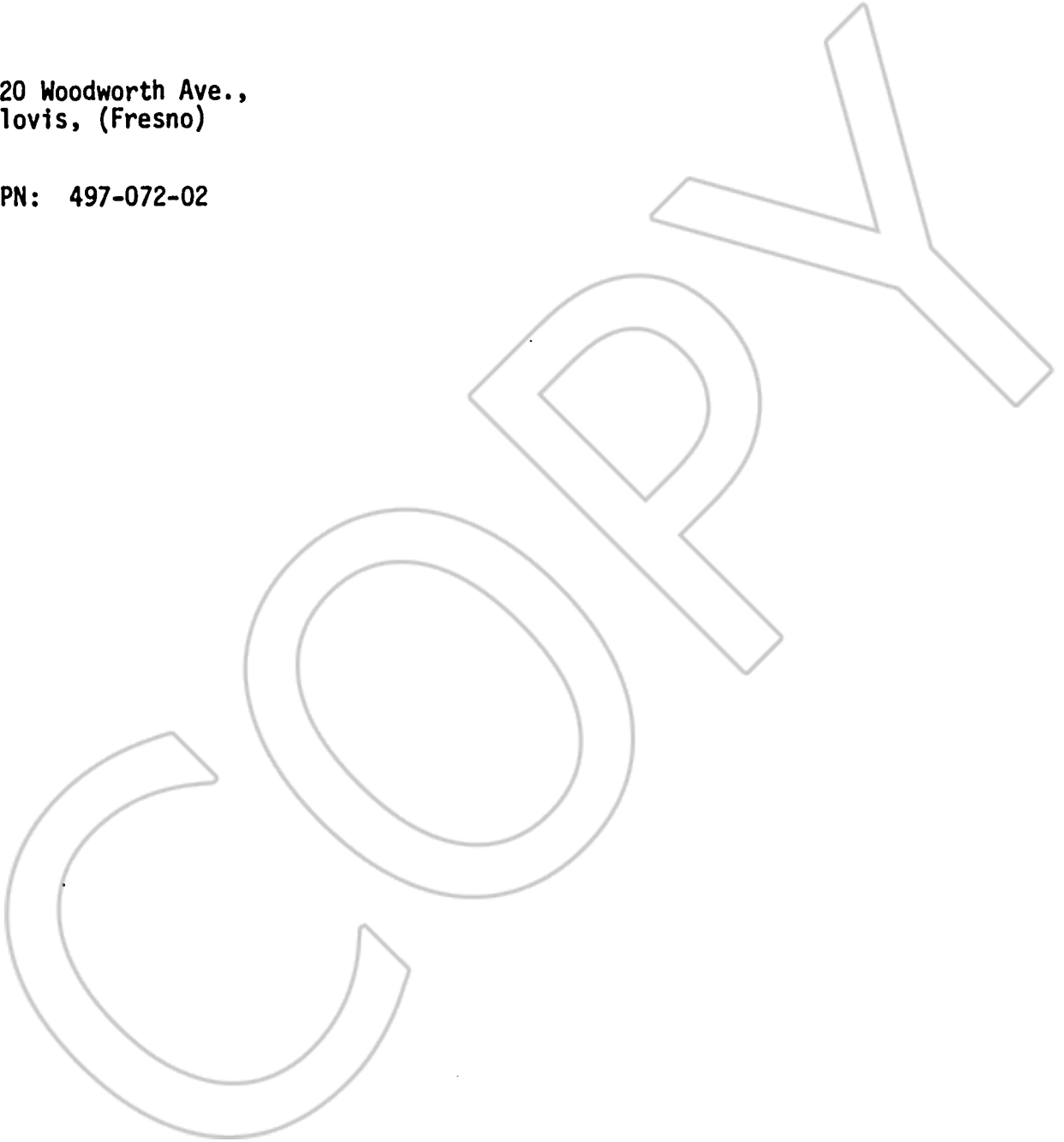
BOOK 984 PAGE 1348

EXHIBIT "A"

Lots 6 and 7 in Block 4 of City of Clovis, according to the map thereof recorded in Book 1 Page 9 of Miscellaneous Maps, Fresno County Records.

**720 Woodworth Ave.,
Clovis, (Fresno)**

APN: 497-072-02



106730

BOOK 984 PAGE 1349

EXHIBIT "A"

Lot 27, in Block 5 of Kennedy Gardens Unit No. 2, in the City of Calexico,
County of Imperial, State of California, according to Map filed in Book 11,
Page 76, of Final Maps on file in the office of the County Recorder of Imperial
County.

257 Espinoza St.,
Calexico (Imperial Co.)

APN: 58-095-27

COPY

106730

BOOK **984** PAGE **1350**

"EXHIBIT A"

A Condominium composed of:

PARCEL 1:

An undivided 1/48th interest in and to all that in the City of El Centro, County of Imperial, State of California, according to Document thereof No. 18 filed September 9, 1980 in Book 13, page 57 of Final Maps in the office of the County Recorder of Imperial County.

EXCEPTING THEREFROM THE FOLLOWING:

A) All living area as shown upon the condominium Plan of Villa Lee Condominium, recorded on October 30, 1980 in Book 1460, Page 954 of Official Records of Imperial County.

B) The Exclusive right to possession of all those areas designated as Patio Area and Carport and shown upon the Condominium Plan as above referred to.

PARCEL 2:

Living Area LA - 41 as shown upon the Condominium Plan above referred to.

PARCEL 3:

The exclusive right to possession and occupancy of those portions of Lot 1 described in Parcel 1 above designated as P-41, PA-41, and shown upon the above referred to plan which are appurtenant to parcels 1 and 2 above described.

1848 South 4th Street
El Centro, CA.

(Imperial County)

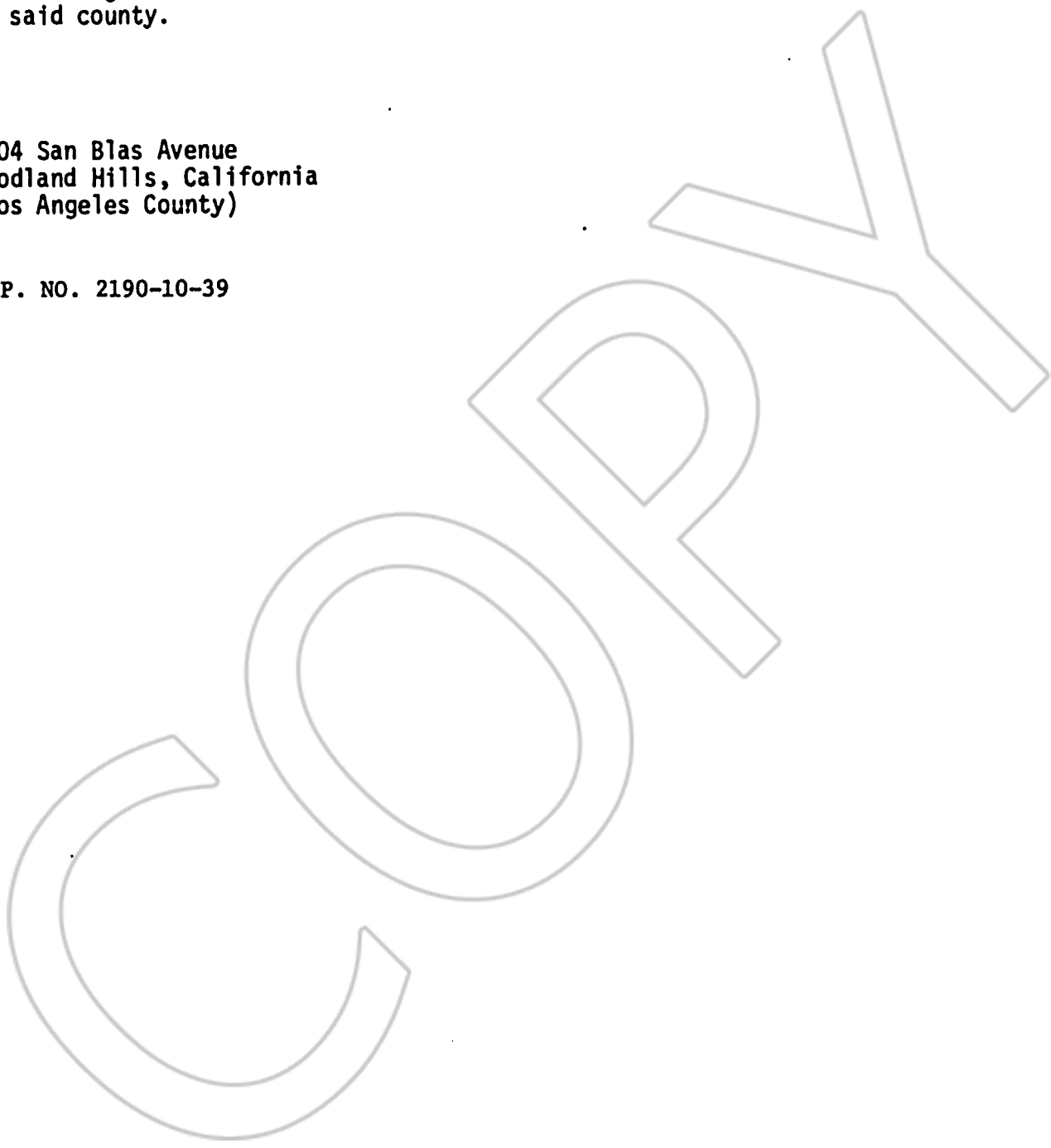
APN #53-564-86

EXHIBIT "A"

Lot 4498 of Tract 6170, in the city of Los Angeles, as per Map recorded in Book 86 Pages 40 to 43 inclusive of Maps, in the office of the county recorder of said county.

4404 San Blas Avenue
Woodland Hills, California
(Los Angeles County)

A. P. NO. 2190-10-39



106730
BOOK **984** PAGE **1352**

EXHIBIT "A"

A Condominium composed of:

PARCEL 1:

That portion of Lot 1 of Tract 37775, in the city of Los Angeles, as per map recorded in Book 983 Pages 9 and 10 of Maps, in the office of the county recorder of said county, shown and defined as Unit 1, on the Condominium Plan, recorded August 12, 1981 as Instrument No. 81-805894.

PARCEL 2:

An undivided 1/5th interest in and to Lot 1 of said Tract 37775, shown and defined as "Common Area" on said Condominium Plan.

EXCEPT therefrom those portions shown and defined as Units 1 to 5, inclusive, on said Condominium Plan.

PARCEL 3:

An exclusive eadement to use Airspace(s) 1A and 1B, for vehicle parking purposes, the parking spaces designated on Condominium Plan recorded August 12, 1981 as Instrument No. 81-805894, for said Tract 37775.

1639 Selby Avenue, Unit A
Los Angeles, California
(Los Angeles County)

A. P. NO. 4325-25-59

106730

BOOK 984 PAGE 1353

EXHIBIT "A"

A Condominium composed of:

A) An undivided 1/6th interest in and to Lot 1 of Tract 38684, in the city of Santa Monica as per map recorded in Book 961 Pages 89 and 90 of Maps, in the office of the county recorder of said county.

EXCEPT therefrom Units 1 to 6 inclusive as defined and delineated on a Condominium Plan recorded April 8, 1981 as Instrument No. 81-353814.

B) Unit 6 as defined and delineated on the above referred to Condominium Plan.

P/A: 2920 20th Street #6 - Santa Monica
Los Angeles County

A. P. NO. 4274-19-53

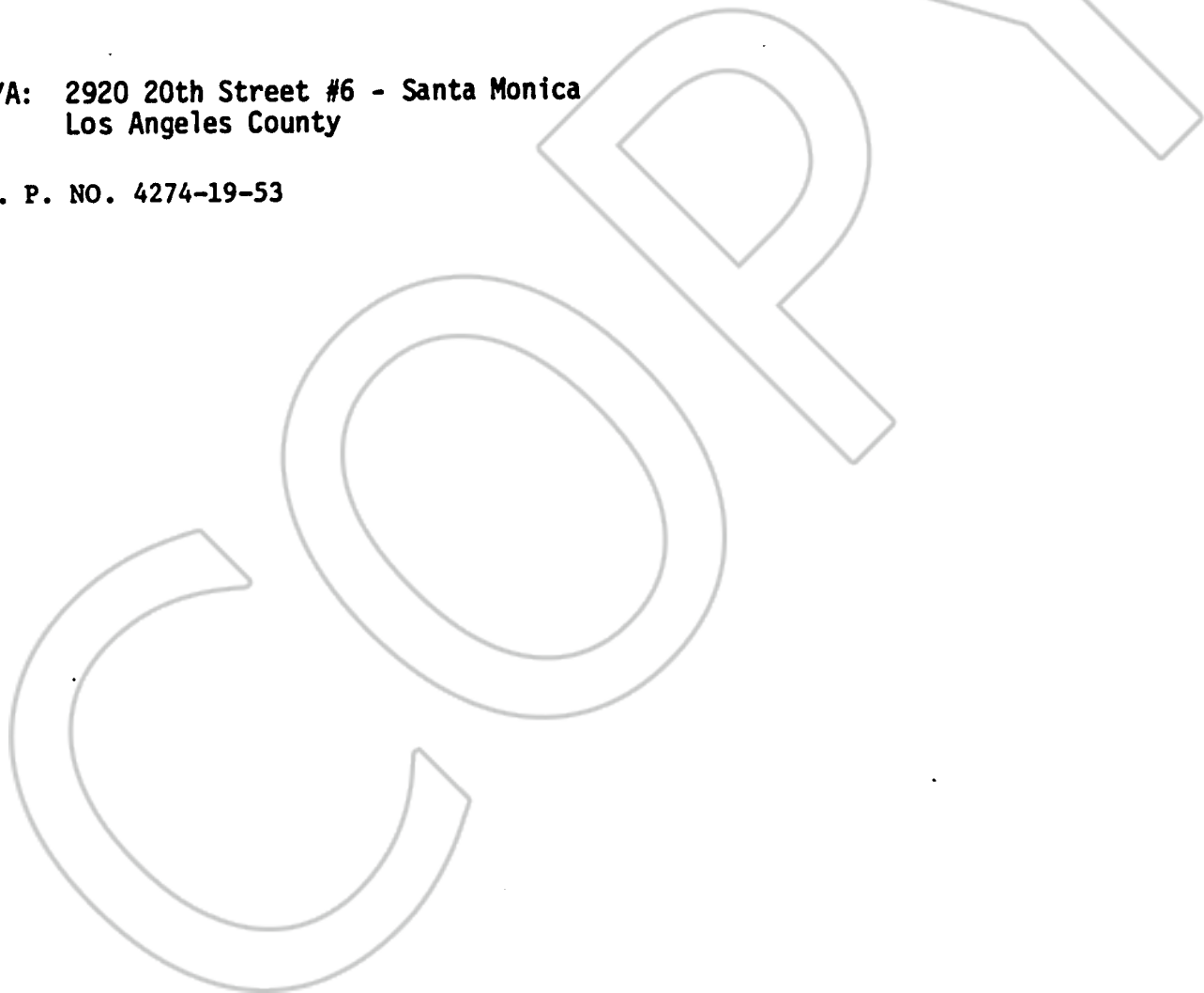


EXHIBIT "A"

A Condominium Composed of:

A) An undivided 1/12th interest in and to Lot 1 of Tract 39272, in the city of Los Angeles, as per map recorded in Book 1002 Pages 39 to 40 of Maps, in the office of the county recorder of said county.

EXCEPT from a portion of said land all oil, gas and other hydrocarbon substances, without the right of surface entry, as reserved by Severino Abuyen et ux., in a deed recorded January 6, 1969 in Book D322 Page 969, Official Records.

EXCEPT therefrom Units 1 to 12 inclusive as defined and delineated on the Condominium Plan recorded March 31, 1982 as Instrument No. 82-338037.

B) Unit 1 as defined and delineated on the above referred to Condominium Plan.

441 West 2nd Street Unit No. A
Los Angeles, California
(Los Angeles County)

A. P. NO. 7455-1-33

106730

BOOK 984 PAGE 1355

A Condominium composed of:

PARCEL 1:

A) An undivided 1/24 interest in and to Lot 1 of Tract 32269, in the city of Los Angeles as per map recorded in Book 923 Pages 36 and 37 of Maps, in the office of the county recorder of said county.

EXCEPT therefrom Units 1 to 24 inclusive as defined and delineated on a condominium plan recorded November 7, 1980 as Instrument No. 80-1122576.

B) Unit 10 as defined and delineated on the above referred to Condominium Plan.

PARCEL 2:

An exclusive easement, appurtenant to Parcel 1 above, for all uses and purposes of a parking space over and across that portion of Lot 1 of said Tract 32269 defined and delineated as "parking space" 22P (and 23P) on the above referenced Condominium Plan.

3882 Fredonia Drive #10
Los Angeles, California
(Los Angeles County)

A. P. NO. 2425-3-36

106730

BOOK **984** PAGE **1356**

EXHIBIT "A"

A Condominium composed of:

PARCEL 1:

A) An undivided 1/24th interest in and to Lot 1 of Tract 32269, in the City of Los Angeles, as per map recorded in Book 923 Pages 36 and 37 of Maps, in the office of the county recorder of said county.

EXCEPT therefrom Units 1 to 24, inclusive as defined and delineated on a Condominium Plan recorded November 7, 1980 as Instrument No. 80-1122576.

B) Unit 12 as defined and delineated on the above referred to Condominium Plan.

PARCEL 2:

An exclusive easement, appurtenant to Parcel 1 above, for all uses and purposes of parking space over and across that portion of Lot 1 of said Tract No. 32269 defined and delineated as "Parking Space", 26P and 27P on the above referenced Condominium Plan.

P/A: 3882 Fredona Drive Unit F, - Los Angeles
Los Angeles County

A. P. NO. 2425-3-38

106730

BOOK 984 PAGE 1357

EXHIBIT "A"

A Condominium composed of:

PARCEL 1:

A) An undivided 1/24th interest in and to Lot 1 of Tract 32269, in the city of Los Angeles, as per map recorded in Book 923 Pages 36 and 37 of Maps, in the office of the county recorder of said county.

EXCEPT therefrom Units 1 to 24, inclusive as defined and delineated on a Condominium Plan recorded November 7, 1980 as Instrument No. 80-1122576.

B) Unit 11 as defined and delineated on the above referred to Condominium Plan.

PARCEL 2:

An exclusive easement, appurtenant to Parcel 1 above, for all uses and purposes of parking space over and across that portion of Lot 1 of said Tract No. 32269 defined and delineated as "parking space", 24P and 25P on the above referenced Condominium Plan.

P/A: 3882 Fredonia Drive, Unit E - Los Angeles
Los Angeles County

A. P. NO. 2425-3-37

106730

BOOK 984 PAGE 1358

EXHIBIT "A"

A Condominium comprised of:

PARCEL 1:

(A) An undivided 1/226 interest in and to Lot 1 of Tract 35020, as per map recorded in Book 955 Pages 19 to 21 inclusive of Maps, in the office of the county recorder of said county.

EXCEPT therefrom, Units 101-176, 179-199, 201-299, 1000-1014, 2000-2014 inclusive of Tract 35020, as shown and defined on the Condominium Plan recorded June 26, 1981 as Instrument No. 81-639266, and as amended June 30, 1981 as Instrument No. 81-654512.

ALSO EXCEPT therefrom 50 per cent of all of the oil, gas, mineral and other hydrocarbon and associated substances from a distance of 500.00 feet below the surface with the right to explore for and remove same but only by means of a well or wells commenced upon or surface operations conducted from lands other than those hereby granted; as reserved by Susan A. Turnbull, a widow, in deed recorded March 16, 1962 as Instrument No. 1610, in Book D1548 Page 615, of said Official Records.

ALSO EXCEPT 50 per cent of the oil, gas, mineral and other hydrocarbon and associated substances from a distance of 500.00 feet below the surface with the right to explore for and remove same but only by means of a well or wells commenced upon or surface operations conducted from lands other than those hereby granted, as reserved by Town and Country Homes Ltd., a limited partnership, by deed recorded December 2, 1981 as Instrument No. 81-1179554.

(B) Unit 240, as shown and defined on the Condominium Plan referred to above.

PARCEL 2:

An exclusive easement appurtenant to Parcel 1 above, for parking purposes, over that portion of Lot 1 of said Tract 35020, shown as Parking Space(s) 57P, on the Parking Plan attached to the Declaration of Restrictions, recorded June 26, 1981 as Instrument No. 81-639267.

P/A: 28947 Thousand Oaks Boulevard, Unit 240 - Agoura area
Los Angeles County

A. P. NO. 2048-13-153

106730

BOOK 984 PAGE 1359

EXHIBIT "A"

A Condominium composed of:

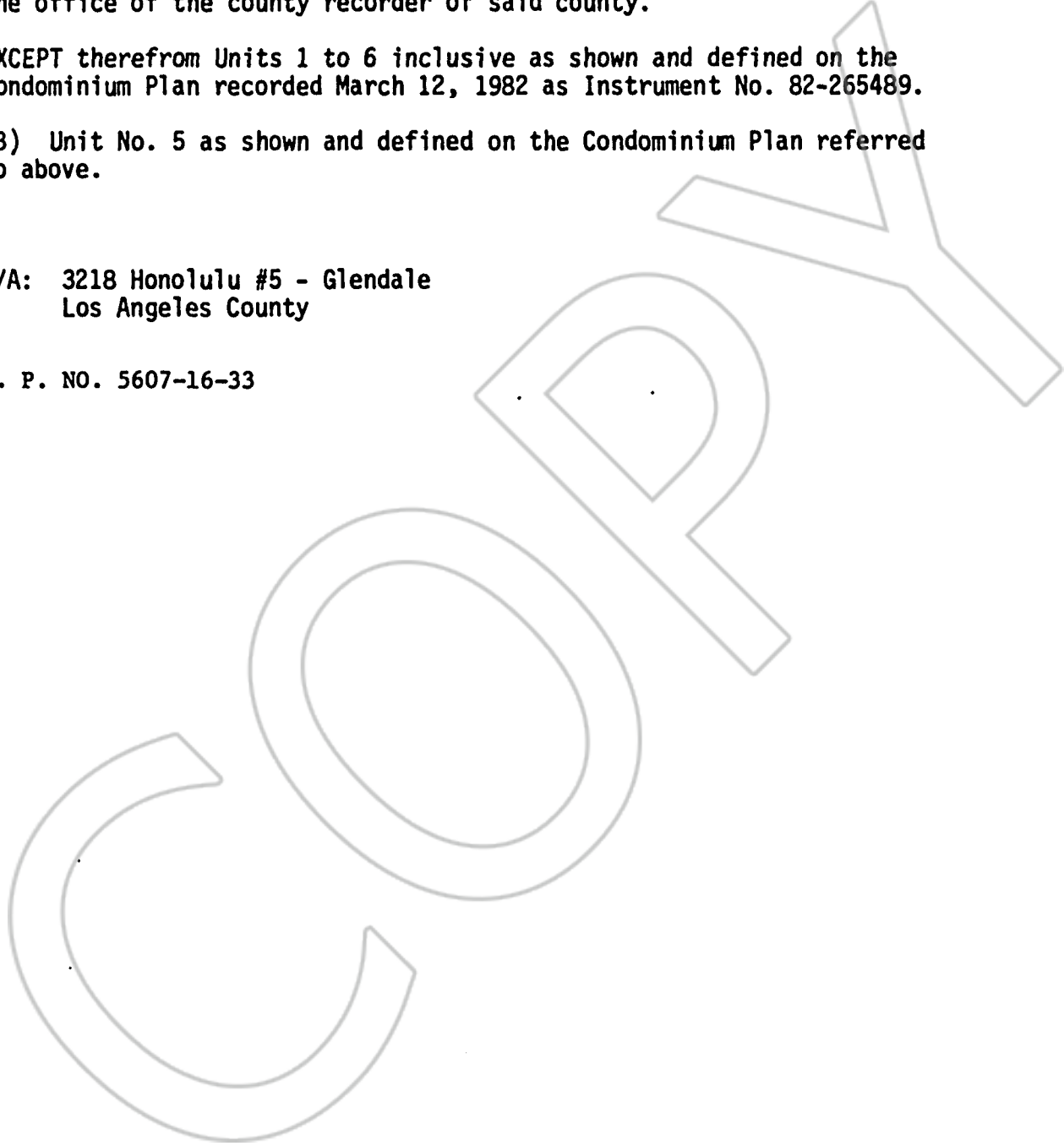
(A) An undivided 1/6 interest in Lot 1 of Tract 39676, in the city of Glendale, as per map recorded in Book 999 Pages 19 and 20 of Maps, in the office of the county recorder of said county.

EXCEPT therefrom Units 1 to 6 inclusive as shown and defined on the Condominium Plan recorded March 12, 1982 as Instrument No. 82-265489.

(B) Unit No. 5 as shown and defined on the Condominium Plan referred to above.

P/A: 3218 Honolulu #5 - Glendale
Los Angeles County

A. P. NO. 5607-16-33



106730
BOOK **984** PAGE **1360**

EXHIBIT "A"

A condominium composed of:

(A) An undivided 1/6 interest in Lot 1 of Tract 19676, in the city of Glendale, as per map recorded in Book 999 Pages 19 and 20 of Maps, in the office of the county recorder of said county.

EXCEPT therefrom units 1 to 6 inclusive as shown and defined on the Condominium Plan recorded March 12, 1982 as Instrument No. 82-265489.

(B) Unit No. 3 as shown and defined on the Condominium Plan referred to above.

P/A: 3218 Honolulu Ave. #3 - Glendale
Los Angeles County

A. P. NO. 5607-16-33

106730

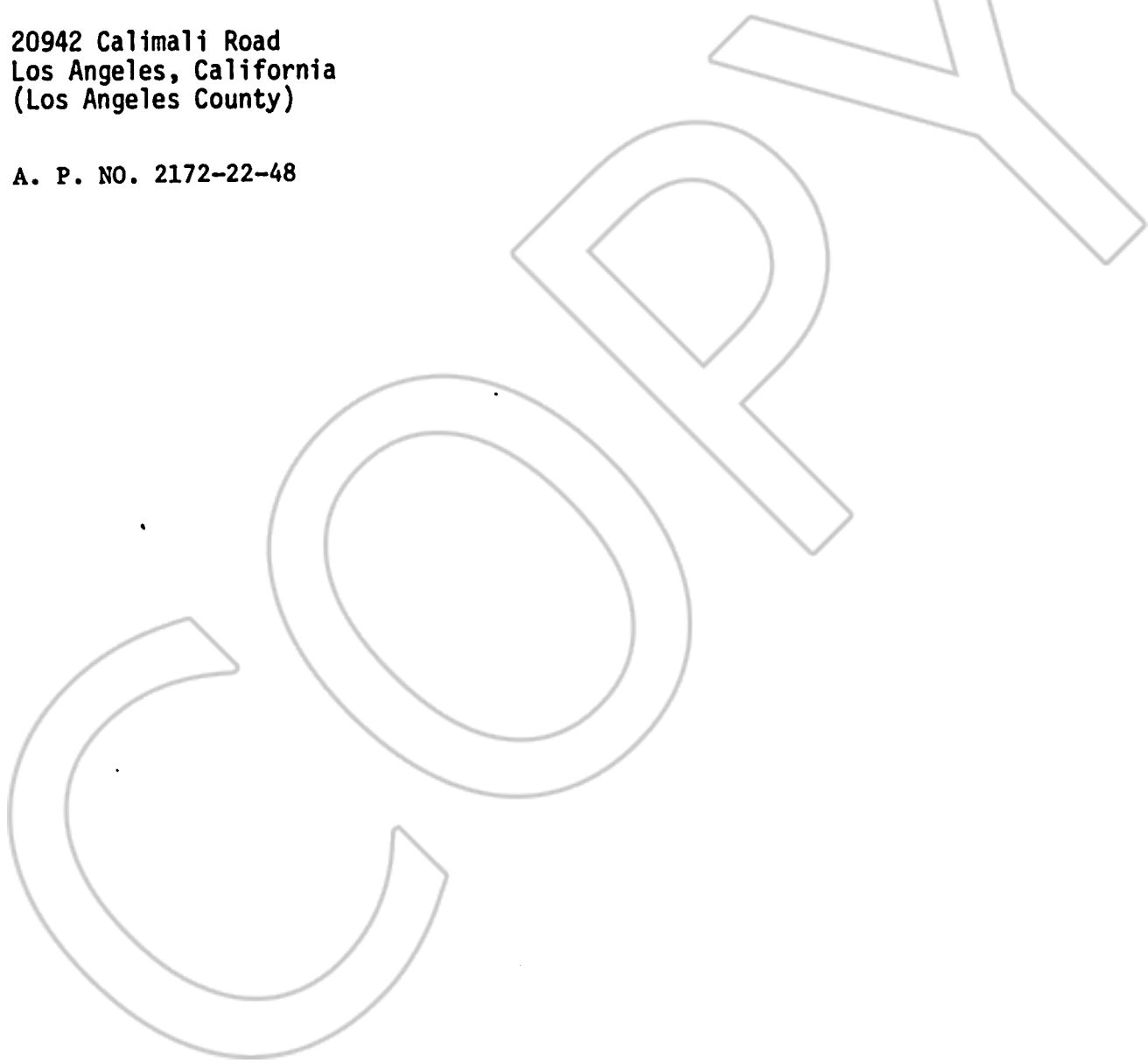
BOOK 984 PAGE 1361

EXHIBIT "A"

The Northerly 40 feet of Lot 5131 in Block 51, said 40 feet being measured along the Easterly line of said Lot, the Southerly boundary of the Northerly 40 feet being measured at right angles, to the Easterly line of said Lot of Tract 6170, in the city of Los Angeles, as per map recorded in Book 99 Pages 63 and 64 of Maps, in the office of the county recorder of said county.

20942 Calimali Road
Los Angeles, California
(Los Angeles County)

A. P. NO. 2172-22-48



106730
BOOK 984 PAGE 1362

EXHIBIT "A"

A Condominium Comprised of:

PARCEL 1:

An undivided 1/173rd interest in and to Lot 1 of Tract 34737, in the city of Los Angeles, as per map recorded in Book 942 Pages 60 and 61 of Maps, in the office of the county recorder of said county.

EXCEPT therefrom Units 101A thru 187A and 201B thru 287B inclusive, as defined and delineated on a Condominium Plan recorded June 16, 1980 as Instrument No. 80-578369.

PARCEL 2:

Unit 128A as shown and defined on the Condominium Plan, referred to above.

PARCEL 3:

An exclusive easement to and exclusive right to use, for parking purposes, without limitation as to time, Parking Spaces(s) 135 as shown on the parking plan of the Condominium Plan, referred to above.

18620 Hatteras Street #128
LA (Tarzana area)

APN# : 2156-29-55

106730

BOOK 984 PAGE 1363

EXHIBIT "A"

A condominium comprised of:

PARCEL 1:

An undivided 1/173 interest in and to Lot 1 of Tract 34737, in the city of Los Angeles, as per map recorded in Book 942 Pages 60 and 61 of Maps, in the office of the county recorder of said county.

EXCEPT therefrom Units 101A through 187A, inclusive, 201B through 287B, inclusive, as defined and delineated on a Condominium Plan, recorded June 16, 1980 as Instrument No. 80-578369.

Reserving from said Lot 1, easement for parking purposes, with the right to grant same to others, over those portions of said Lot 1, as defined and delineated on the Parking Plan of the Condominium Plan, referred to above.

PARCEL 2:

Unit 172, as shown and defined on the Condominium Plan, referred to above.

PARCEL 3:

An exclusive easement to and exclusive right to use, for parking purposes, without limitation as to time, parking space(s) 255 & 286, as shown on the Parking Plan of the Condominium Plan, referred to above.

18620 Hatteras St. #172A
Tarzana (LA)

APN# : 2156-29-99

106730

BOOK 984 PAGE 1364

EXHIBIT "A"

PARCEL 1:

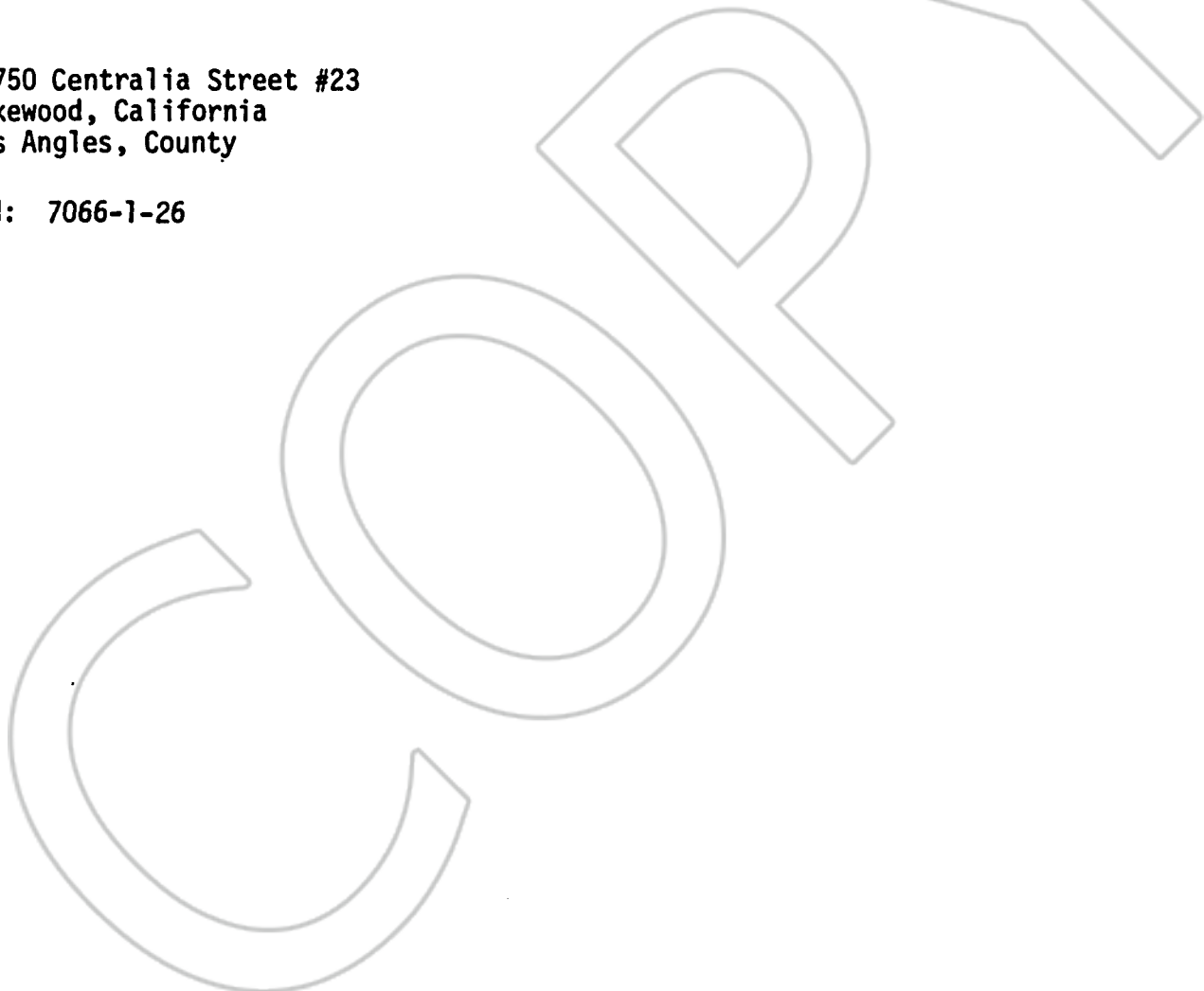
Lot 23 of Tract 33098, in the city of Lakewood, as per map recorded in Book 874 Pages 74 to 82 inclusive of Maps, in the office of the county recorder of said county.

PARCEL 2:

An exclusive easement for parking purposes over those areas 23-C as shown upon and described in the "Covenant Regarding Parking Plan for Tract 33098" recorded August 31, 1977 as Instrument No. 77-965077, Official Records.

12750 Centralia Street #23
Lakewood, California
Los Angeles, County

APN: 7066-1-26



106730
BOOK **984** PAGE **1365**

EXHIBIT "A"

Lot 7, Tract 17268, in the city of Los Angeles, as per map recorded in Book 481 Pages 41 to 43 of Maps, in the office of the county recorder of said county.

EXCEPT all oil, gas, minerals, hydrocarbons and other substances lying in or under or that may be produced from a depth of 500 feet or more below the surface of the real property hereafter described, but without the right of entry upon the surface of said real property for the purpose of mining, drilling, exploring or extracting such oil, gas, minerals, hydrocarbons and other substances or other use or right in and to any portion of the surface thereof to a depth of 500 feet below the surface thereof, but with the right to drill into, locate wells and produce oil, gas, minerals, hydrocarbons and other substances from any portion thereof which lies below 500 feet from the surface thereof as granted to First Pioneer Co., a California corporation, by deed recorded June 23, 1975 as Instrument No. 3077.

2721 Ellison Drive
Los Angeles, California
(Los Angeles County)

APN: 4385-14-8

106730

BOOK 984 PAGE 1366

EXHIBIT "A"

A Condominium Composed of:

(A) An undivided 6,3300 percent interest in and to Lot 1 of Tract 26147, in the city of Beverly Hills, as per map recorded in Book 834 Page 54 of Maps, in the office of the county recorder of said county.

ALSO EXCEPT therefrom all oil, gas, minerals and other hydrocarbon substances, lying below a depth of 500 feet, but without the right of surface entry to take, market, mine, explore or drill for same, as reserved by Bernard Levin and Mollie S. Levin, in grant deed recorded April 24, 1973 as Instrument No. 2963.

Reserving therefrom easements for parking purposes, with the right to grant same to others, over those portion of said Tract 26147, shown as Parking Spaces #1 to #30, inclusive on the Parking Plan, attached to the Declaration of Restrictions, recorded October 11, 1978 as Instrument No. 78-1126439.

(B) Unit 14, as shown and defined on the Condominium Plan, referred to above.

(C) Easements for parking purposes, with the right to grant same to others, over those portions of said Tract 26147, shown as Parking Spaces 21 and 22, on the Parking Plan attached to the Declaration of Restrictions, recorded October 11, 1978 as Instrument No. 78-1126439.

429 North Oakhurst Drive #304
Beverly Hills, California
(Los Angeles County)

APN: 4342-34-90

106730

BOOK 984 PAGE 1367

EXHIBIT "A"

A condominium comprised of:

PARCEL 1:

An undivided 1/173rd interest in and to Lot 1 of Tract 34737, in the city of Los Angeles, as per map filed in Book 942 Pages 60 and 61 of Maps, in the office of the county recorder of said county.

EXCEPT therefrom Units 101A through 187A and 201B through 287B, as defined and delineated on a Condominium Plan recorded June 16, 1980 as Instrument No. 80-578369.

PARCEL 2:

Unit 203 as shown and defined on the Condominium Plan, referred to above.

PARCEL 3:

An exclusive easement to and exclusive right to use, for parking purposes, without limitation as to time, parking space(s) 71, as shown on the Parking Plan of the Condominium Plan, referred to above.

18620 Hatteras Street, #203B
Tarzana, California
(Los Angeles, County)

APN: 2156-29-116

106730

BOOK **984** PAGE **1368**

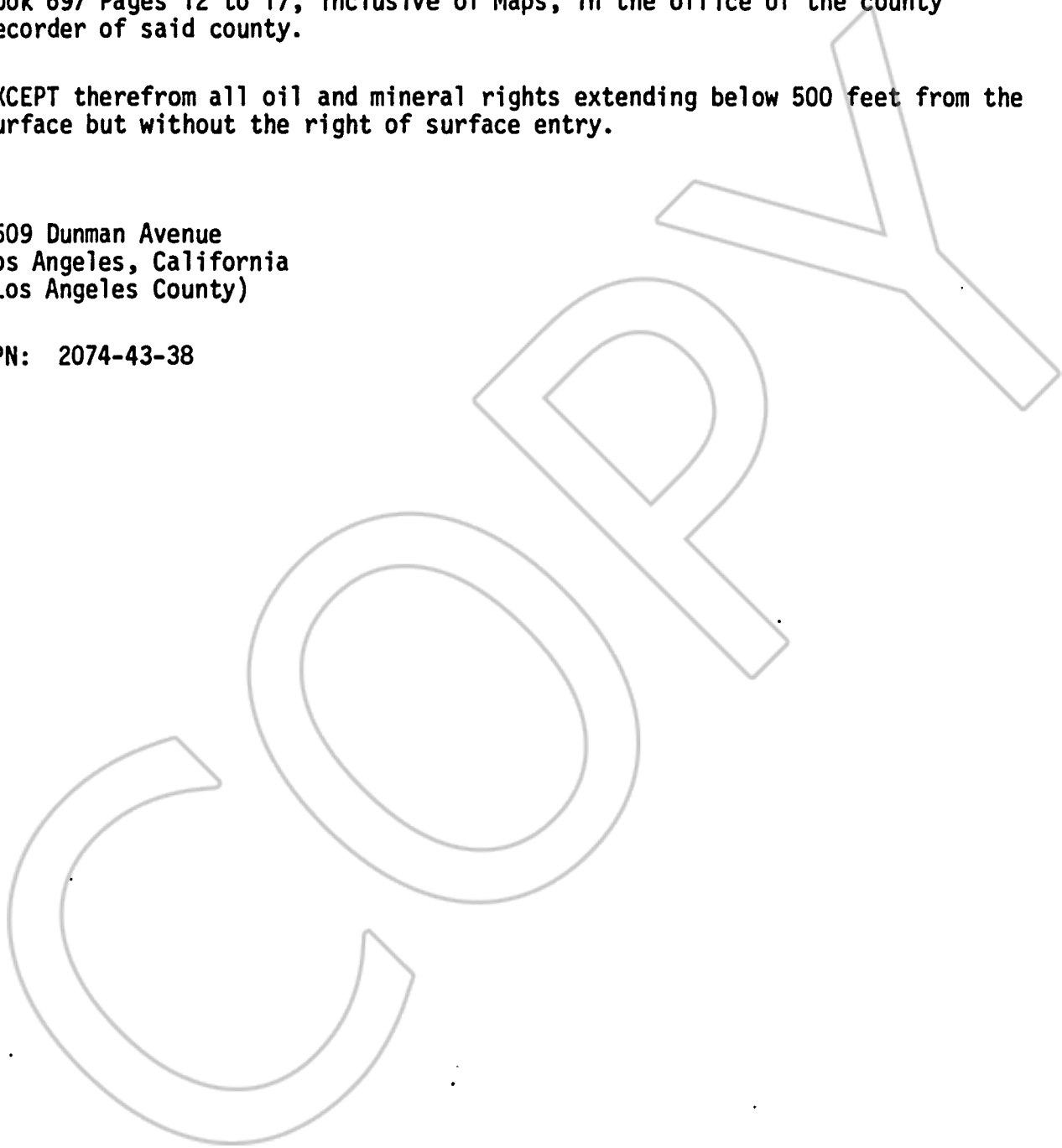
EXHIBIT "A"

Lot 147 of Tract 26895, in the city of Los Angeles, as per map recorded in Book 697 Pages 12 to 17, inclusive of Maps, in the office of the county recorder of said county.

EXCEPT therefrom all oil and mineral rights extending below 500 feet from the surface but without the right of surface entry.

4609 Dunman Avenue
Los Angeles, California
(Los Angeles County)

APN: 2074-43-38



106730

BOOK 984 PAGE 1369

EXHIBIT "A"

Parcel 1:

An undivided 1/173rd interest in and to Lot 1, Tract 34737, in the City of Los Angeles, as per map filed in Book 942 Pages 60 and 61 of Maps, in the office of the county recorder of said county.

EXCEPT therefrom Units 101A through 187A and 201B through 287B, inclusive, as defined and delineated on a Condominium Plan recorded June 16, 1980 as Instrument No. 80-578369.

Reserving from said Lot 1, easement for parking purposes, with the right to grant same to others, over those portions of said Lot 1, as defined and delineated on the Parking Plan of the Condominium Plan, referred to above.

Parcel 2:

Unit 238B as shown and defined on the Condominium, referred to above.

Parcel 3:

An exclusive easement to and exclusive right to use, for parking purposes, without limitation as to time, parking space 111 as shown on the Parking Plan of the Condominium Plan, referred to above.

"This conveyance is made and accepted upon and subject to all of the covenants, conditions, restrictions, reservations, terms and provisions set forth in that certain declaration of covenants, conditions and restrictions executed by Signal-Hatteras, a California partnership and recorded June 18, 1980 as Instrument No. 80-588205. Said Declaration and all amendments thereto, and all of the covenants, conditions, restrictions, reservations, terms and provisions therein are hereby incorporated herein by this reference".

18620 Hatteras Street No. 238B
Los Angeles, California
(Los Angeles, County)

APN: 2156-29-151

106730
BOOK 984 PAGE 1370

EXHIBIT "A"

Lot 12 and the Westerly 10 feet of Lot 13 in Block 3 of Tract 7816, in the city of Lynwood, as per map recorded in Book 91 Pages 20 to 22 inclusive of Maps, in the office of the county recorder or said county.

EXCEPT on sixteenth of all oil, gas, hydrocarbons, minerals, and similar substances contained in or under said land, together with the right to have, take and receive the said one-sixteenth without deduction of cost or producing as and whenever same are produced or saved from said land, hut without the right to enter said land for the purpose of producing said substances except with the consent of the owners of said land, as reserved in the deed from Elmer L. Kincaid, et al., recorded in Book 2876 Page 384, Official Records.

3861 Cortland Street
Lynwood, California
(Los Angeles, County)

APN: 6187-20-12

106730

BOOK 984 PAGE 1371

EXHIBIT "A"

A Condominium Composed of:

PARCEL 1:

That portion of Lot 1 of Tract 32511, as per map recorded in Book 906 Pages 81 and 82 of Maps, in the office of the county recorder of said County, shown and defined as Unit 98 on the Condominium Plan recorded January 30, 1979 as Instrument No. 79-124608.

PARCEL 2:

An undivided 005302 interest in and to Lot 1 of said Tract 32511.

EXCEPT therefrom those portions shown and defined as Units 1 to 151, inclusive, on said Condominium Plan.

999 North Doheny Drive No. 907
Los Angeles, California
(Los Angeles County)

APN: 4340-27-122

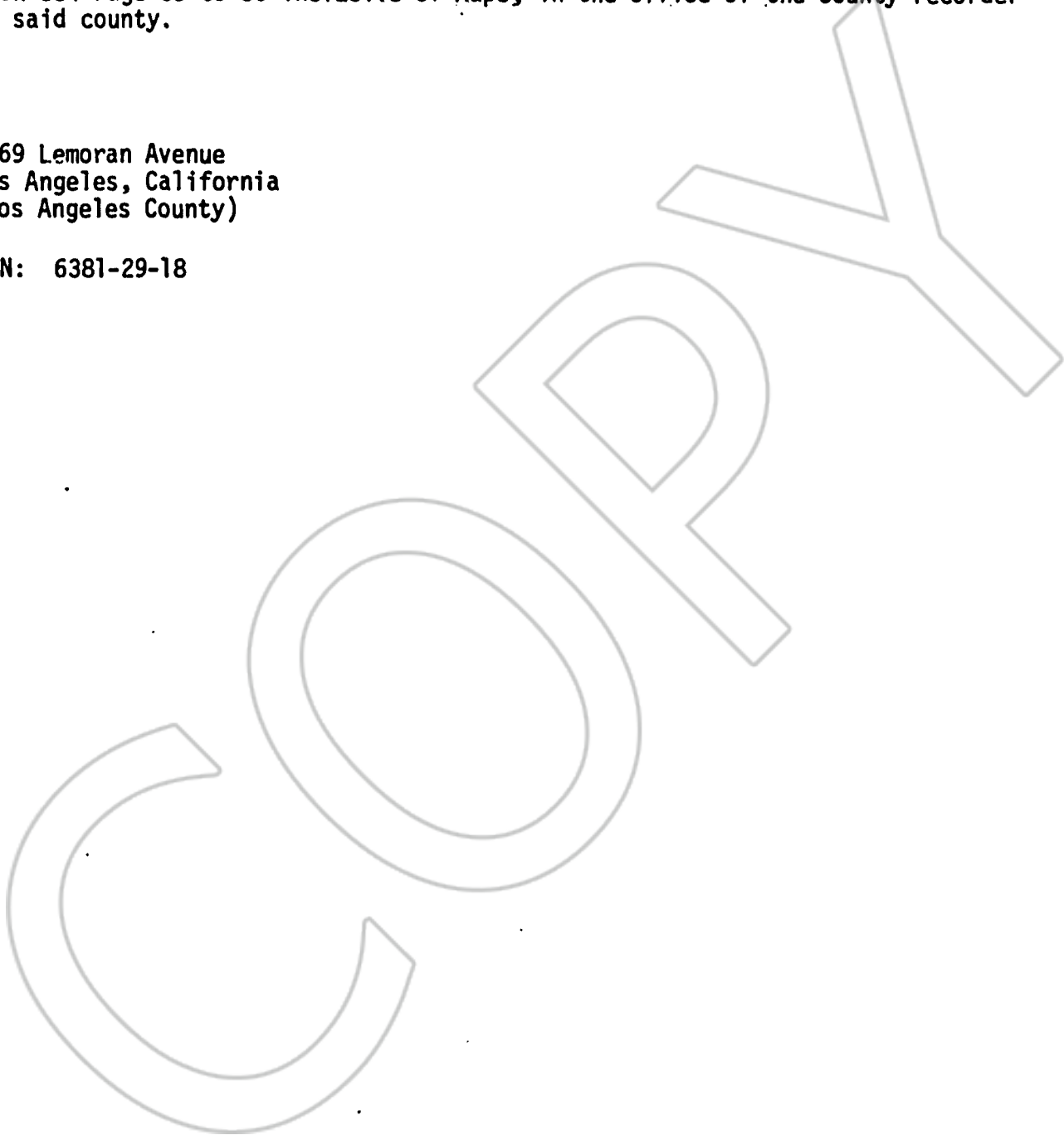
106730
BOOK 984 PAGE 1372

EXHIBIT "A"

Lot 178 of Tract 16366, in the City of Pico Rivera, as per map recorded in Book 384 Page 33 to 36 inclusive of Maps, in the office of the county recorder of said county.

7569 Lemoran Avenue
Los Angeles, California
(Los Angeles County)

APN: 6381-29-18



106730
BOOK 984 PAGE 1373

EXHIBIT "A"

A Condominium composed of:

(A) An undivided 1/4th interest in and to Parcel A of Parcel Map 4696, in the city of Los Angeles, as per map filed in Book 136 Pages 56 and 57 of Parcel Maps, in the office of the county recorder of said county.

EXCEPT therefrom Units 1 to 4 inclusive as defined and delineated on a Condominium Plan recorded April 3, 1981 as Instrument No. 81-338834 of Official Records.

(B) Unit 4 as defined and delineated on the above referred to Condominium Plan.

616 West 5th Street #4
Los Angeles, California
(Los Angeles, County)

APN: 7451-26-35

106730

BOOK 984 PAGE 1374

EXHIBIT "A"

PARCEL 1:

A) An undivided 1/102nd interest in and to Lot 1 of Tract 24445, as per map recorded in Book 918 Pages 89 and 90 of Maps, in the office of the county recorder of said county.

EXCEPT therefrom Units 1 to 102 inclusive, as defined and delineated on a Condominium Plan recorded August 15, 1979 as Instrument No. 79-903752 of Official Records.

B) Unit 57 as defined and delineated on the above referred to Condominium Plan.

PARCEL 2:

An exclusive easement appurtenant to Parcel 1 above for all uses and purposes of a "Parking Space" over and across that portion of Lot 1 of said Tract 24445, defined and delineated as "Parking Space" PS-133 on the above referenced Condominium Plan.

1230 North Horn Avenue No. 523
Los Angeles, California
(Los Angeles, County)

APN: 5559-6-198

106730

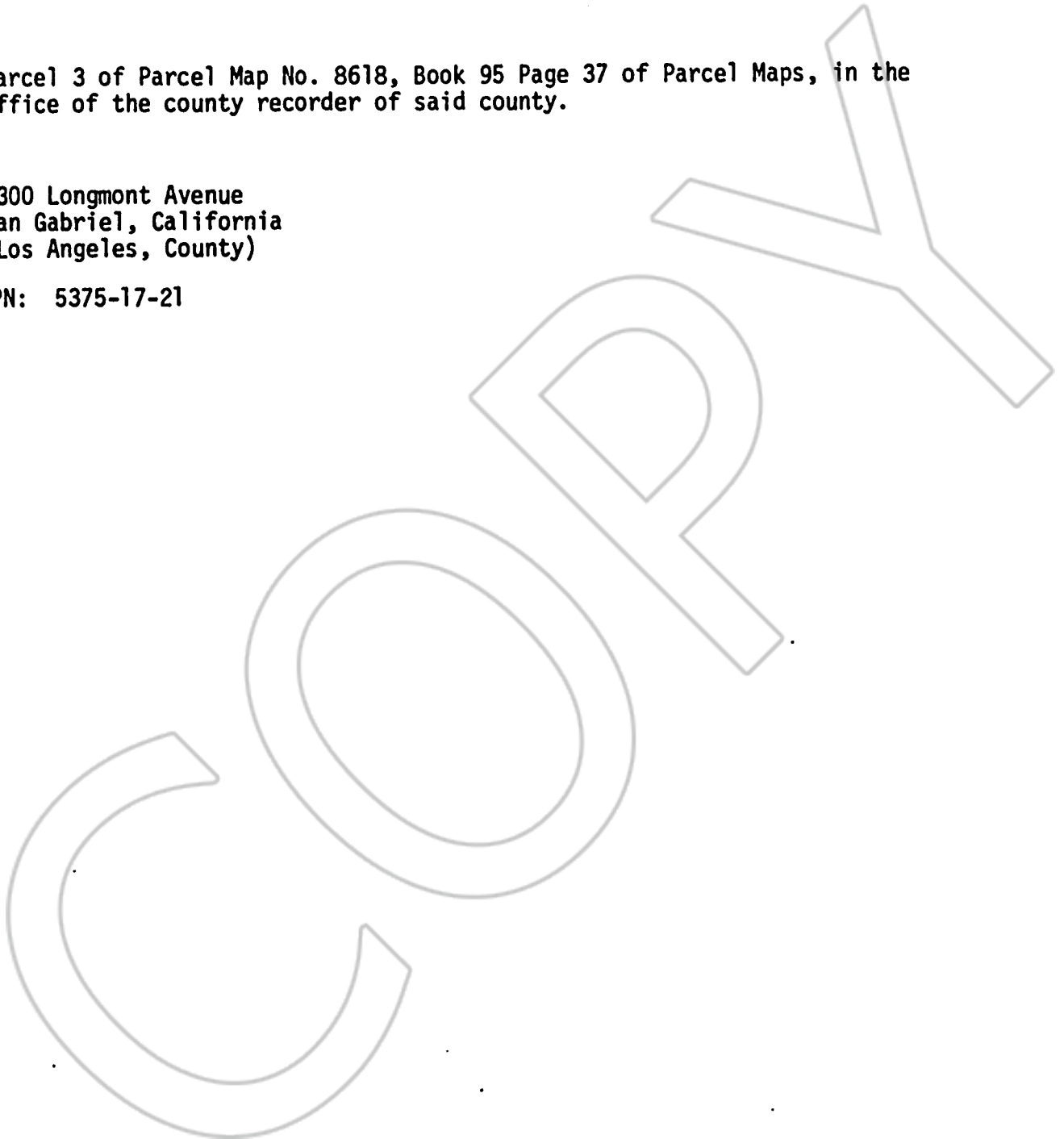
BOOK 984 PAGE 1375

. EXHIBIT "A"

Parcel 3 of Parcel Map No. 8618, Book 95 Page 37 of Parcel Maps, in the office of the county recorder of said county.

**6300 Longmont Avenue
San Gabriel, California
(Los Angeles, County)**

APN: 5375-17-21



106730

BOOK 984 PAGE 1376

EXHIBIT "A"

A Condominium Composed of:

PARCEL 1:

An undivided 1/55th percent interest in and to Lots 1 and 2 of Tract 33823, in the city of Los Angeles, as per map recorded in Book 976 Pages 59 and 60 of Maps, in the office of the county recorder of said county, shown and defined as on that Condominium Plan recorded August 26, 1981 as Instrument No. 81-855091.

EXCEPT therefrom Units 101 thru 115, Units 201 thru 220 and Units 301 thru 320 as shown and defined on the Condominium Plan above mentioned.

ALSO EXCEPT therefrom, all minerals, oil, gas, petroleum, other hydrocarbon substances and all underground water in or under or which may be produced from said Lot which underlies a plan parallel to and 550 feet below the present surface of said Lot for the purposes of prospecting for, the exploration, development, production, extraction and taking of said minerals, oil, gas, petroleum, other hydrocarbon substances and water from said Lot by means of mines, wells, derricks or other equipment from surface locations on adjoining or neighboring land or lying outside of the above described Lot, it being understood that the owner of such minerals, oil, gas, petroleum, other hydrocarbon substances and water, as set forth above, shall have no right to enter upon the surface or any portion thereof above said plane parallel to and 500 feet below the present surface of the said lot for any purpose whatsoever, as reserved in deed recorded May 3, 1982 as Instrument No. 82-453658.

PARCEL 2:

Unit 215 as shown and defined on that certain Condominium Plan above mentioned.

PARCEL 3:

An exclusive easement for parking purposes over those portions shown and defined as Parking Spaces 27 and 74, on above mentioned plan.

10065 De Soto Avenue #215
(LA) Chatsworth area

APN #: 2747-2-79

106730

BOOK 984 PAGE 1377

EXHIBIT "A"

PARCEL 1:

An undivided 1/55th percent interest in and to Lots 1 and 2 of Tract 33823, in the city of Los Angeles, as per map recorded in Book 976 Pages 59 and 60 of Maps, in the office of the county recorder of said county, shown and defined as on that Condominium Plan recorded August 26, 1981 as Instrument No. 81-855091.

EXCEPT therefrom Units 101 thru 115, Units 201 thru 220 and Units 301 thru 320 as shown and defined on the Condominium Plan above mentioned.

ALSO EXCEPT therefrom, all minerals, oil, gas, petroleum, other hydrocarbon substances and all underground water in or under or which may be produced from said Lot which underlies a plan parallel to and 550 feet below the present surface of said Lot for the purposes of prospecting for, the exploration, development, production, extraction and taking of said minerals, oil, gas, petroleum, other hydrocarbon substances and water from said Lot by means of mines, wells, derricks or other equipment from surface locations on adjoining or neighboring land or lying outside of the above described Lot, it being understood that the owner of such minerals, oil, gas, petroleum, other hydrocarbon substances and water, as set forth above, shall have no right to enter upon the surface or any portion thereof above said plane parallel to and 500 feet below the present surface of the said lot for any purpose whatsoever, as reserved in deed recorded May 3, 1982, as Instrument No. 82-453658.

PARCEL 2:

Unit 216 as shown and defined on that certain Condominium Plan above mentioned.

PARCEL 3:

An exclusive easement for parking purposes over those portions shown and defined as Parking Spaces 23 and 68, on above mentioned plan.

10065 De Soto Avenue #216
(LA) Chatsworth area

APN: 2747-2-80

106730

BOOK 984 PAGE 1378

EXHIBIT "A"

PARCEL 1:

An undivided 1/55th percent interest in and to Lots 1 and 2 of Tract 33823, in the city of Los Angeles, as per map recorded in Book 976 Pages 59 and 60 of Maps, in the office of the county recorder of said county, shown and defined as on that Condominium Plan recorded August 26, 1981 as Instrument No. 81-855091.

EXCEPT therefrom Units 101 thru 115, Units 201 thru 220 and Units 301 thru 320 as shown and defined on the Condominium Plan above mentioned.

ALSO EXCEPT therefrom, all minerals, oil, gas, petroleum, other hydrocarbon substances and all underground water in or under or which may be produced from said Lot which underlies a plan parallel to and 550 feet below the present surface of said Lot for the purposes of prospecting for, the exploration, development, production, extraction and taking of said minerals, oil, gas, petroleum, other hydrocarbon substances and water from said Lot by means of mines, wells, derricks, or other equipment from surface locations on adjoining or neighboring land or lying outside of the above described Lot, it being understood that the owner of such minerals, oil, gas, petroleum, other hydrocarbon substances and water, as set forth above, shall have no right to enter upon the surface or any portion thereof above said plane parallel to and 500 feet below the present surface of the said lot for any purpose whatsoever, as reserved in deed recorded May 3, 1982 as Instrument No. 82-453658.

PARCEL 2:

Unit 214 as shown and defined on that certain Condominium Plan above mentioned.

PARCEL 3:

An exclusive easement for parking purposes over those portions shown and defined as Parking Spaces 28 and 75 on above mentioned plan.

10065 De Soto Avenue #214
(LA) Chatsworth area

APN: 2747-2-78

106730

BOOK 984 PAGE 1379

EXHIBIT "A"

A condominium composed of:

PARCEL 1:

A) An undivided 1/9 interest in and to Lot 1 of Tract 38888, in the city of Signal Hill, as per map recorded in Book 969 Pages 5 and 6 of Maps, in the office of the county recorder of said county.

EXCEPT therefrom Units 1 to 9 inclusive as defined and delineated on a Condominium Plan recorded January 19, 1981 as Instrument No. 82-57072.

B) Unit 2 as defined and delineated on the above referred to Condominium Plan.

EXCEPT all oil, gas, minerals and other hydrocarbon substances in and under said land below a depth of 500 feet beneath the surface thereof, without the right of surface entry, reserved by deed recorded March 25, 1982 as Instrument No. 82-272064.

PARCEL 2:

An exclusive easement, appurtenant to Parcel 1 above, for all uses and purposes of a "Garage Space" over and across that portion of Lot 1 of said Tract 38888 defined and delineated as the "Garage Space" which bears the same number as the unit referred to in Parcel 1 above followed by the Letter "G:

1995 Molino Avenue #102
Signal Hill, California
(Los Angeles, County)

APN: 7216-19-103

106730

BOOK 984 PAGE 1380

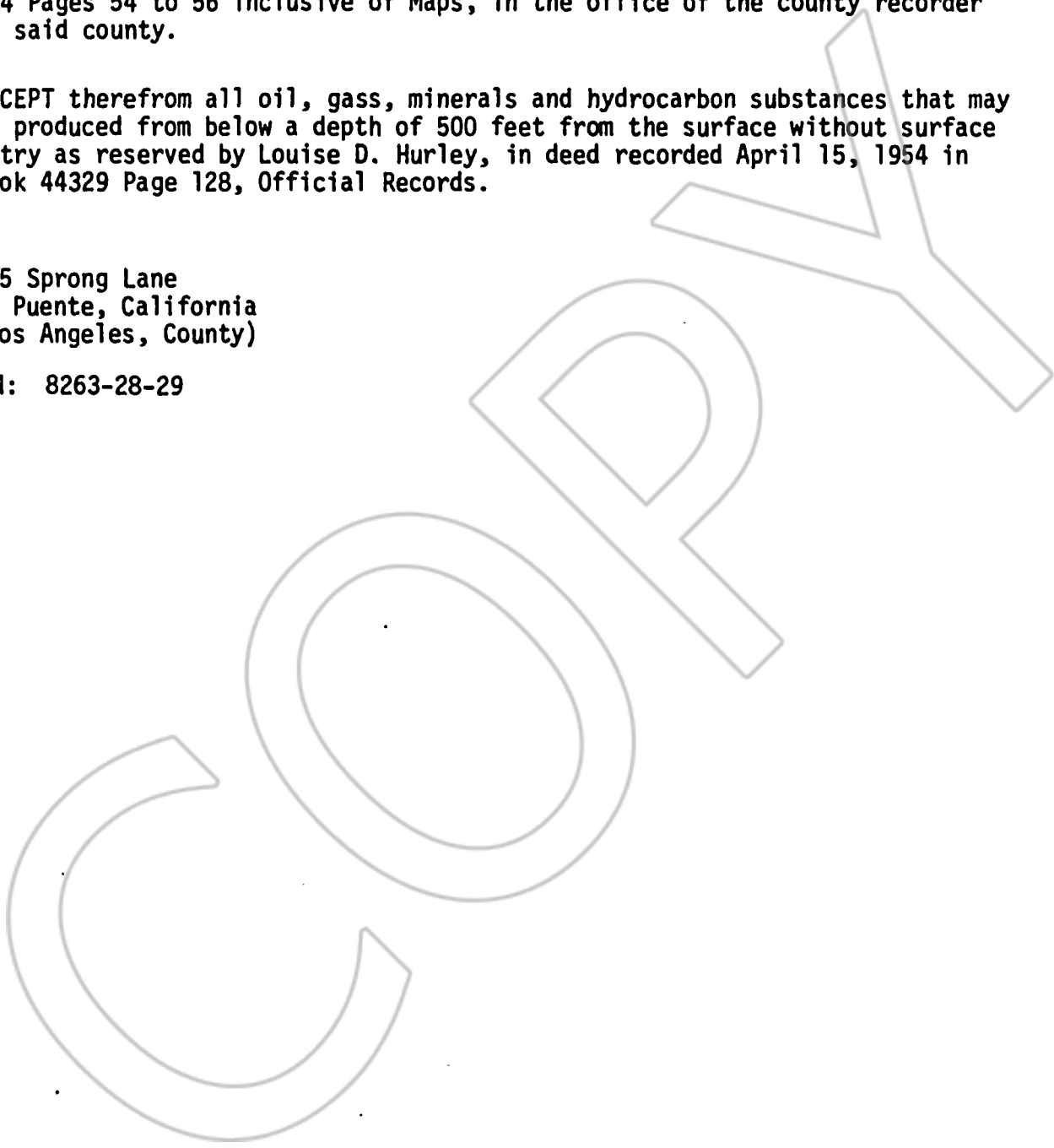
EXHIBIT "A"

Lot 45 of Tract 33208, in the city of La Puente, as per map recorded in Book 894 Pages 54 to 56 inclusive of Maps, in the office of the county recorder of said county.

EXCEPT therefrom all oil, gass, minerals and hydrocarbon substances that may be produced from below a depth of 500 feet from the surface without surface entry as reserved by Louise D. Hurley, in deed recorded April 15, 1954 in Book 44329 Page 128, Official Records.

515 Sprong Lane
La Puente, California
(Los Angeles, County)

APN: 8263-28-29



106730
BOOK **984** PAGE **1381**

EXHIBIT "A"

A Condominium Composed of:

PARCEL 1:

That portion of Lot 1 of Tract 41117, in the city of Los Angeles, as per map recorded in Book 1005 Pages 96 and 97 of Maps, in the office of the county recorder of said county, shown and defined as Unit 5 on the Condominium Plan recorded on June 22, 1982 as Instrument No. 82-625769.

PARCEL 2:

An undivided 1/6 interest in and to Lot 1 of said Tract 41117.

EXCEPT therefrom those portions shown and defined as Units 1 to 6, inclusive on said Condominium Plan.

PARCEL 3:

An exclusive easement for Parking purposes to be appurtenant to Parcels 1 and 2 above, in, over, across and through that portion of the Common Area consisting of Parking Space(s) P11 & P12 as shown and defined on said Condominium Plan.

11417 Missouri Avneue No. 5
Los Angeles, California
(Los Angeles, County)

APN: 4261-22-92

106730
BOOK 984 PAGE 1382

EXHIBIT "A"

A Condominium composed of:

A) An undivided 1/8 interest in and to Lot 1 of Tract 38015, in the city of Los Angeles, as per map recorded in Book 991 Pages 20 and 21 of Maps, in the office of the county recorder of said county.

EXCEPT Units 1 to 8 inclusive as defined and delineated on a Condominium Plan recorded July 28, 1982 as Instrument No. 82-755974.

B) Unit 2 as defined and delineated on the above referred to Condominium Plan.

**1441 Federal Avenue Unit #101
Los Angeles, California
(Los Angeles, County)**

APN: 4263-19-53

**106730
BOOK 984 PAGE 1383**

EXHIBIT "A"

A Condominium comprised of:

PARCEL 1:

An undivided one-half interest in and to Parcel A of Parcel Map 4952, in the city of Los Angeles, as per map recorded in Book 145 Pages 94 and 95 of Parcel Maps, in the office of the county recorder of said county.

EXCEPT therefrom Units 1 and 2 as shown and defined on the Condominium Plan recorded on December 29, 1982 as Instrument No. 82-1305049.

PARCEL 2:

Unit 2, as shown and defined on the above mentioned Condominium Plan.

2252 Lakeview Avenue,
Los Angeles, California
(Los Angeles, County)

APN: 5440-19-34

106730

BOOK 984 PAGE 1384

EXHIBIT "A"

A Condominium comprised of:

PARCEL 1:

An undivided 768.7,617 interest in and to Lot 1 of Tract 35666, in the city of Los Angeles, as per map recorded in Book 945 Pages 69 and 70 of Maps, in the office of the county recorder of said county.

EXCEPT therefrom Units 1 through 9, inclusive, as shown and defined on the Condominium Plan recorded May 1, 1980 as Instrument No. 80-4395081.

PARCEL 2:

Unit 5 as shown and defined on the Condominium Plan referred to above.

PARCEL 3:

An exclusive easement for parking and incidental purposes in and to parking space(s) 23p and 25p, as shown and defined on the Parking Plan attached to the above reference Condominium Plan.

PARCEL 4:

Non-exclusive easement for the benefit of and appurtenant to Parcels 1 and 2, as such easements are set forth in the Sections entitled "Certain Easements for Owners" and "Support, Settlement and Encroachment", of the Article of "Declaration" recorded May 1, 1980 as Instrument No. 80-439507, entitled "Easements".

1818 Kelton Avenue, No. 201
Los Angeles, California
(Los Angeles County)

APN: 4323-6-51

106730

BOOK 984 PAGE 1385

EXHIBIT "A"

A Condominium comprised of:

PARCEL 1:

An undivided 1/173rd interest in and to Lot 1 of Tract 34737, in the city of Los Angeles, as per map recorded in Book 942 Pages 60 and 61 of Maps, in the office of the county recorder of said county.

EXCEPT therefrom Units 101A through 186A and 201B through 287B inclusive, as defined and delineated on a Condominium Plan recorded June 16, 1980 as Instrument No. 80-578369.

PARCEL 2:

Unit No. 223, as shown and defined on the Condominium Plan, referred to above.

PARCEL 3:

An exclusive easement to and exclusive rights to use, for parking purposes, without limitation as to time, Parking Space(s) 19 and 20 as shown on the Parking Plan of the Condominium Plan, referred to above.

18620 Hatteras Street No. 223
Tarzana, California
Los Angeles County

APN: 2156-29-136

106730

BOOK 984 PAGE 1386

EXHIBIT "A"

A Condominium Composed of:

PARCEL 1:

An undivided 1/173rd interest in and to Lot 1 of Tract 34737 as per map recorded in Book 942 Pages 60 and 61 of Maps, in the office of the county recorder of said county.

EXCEPT therefrom Units 101A through 187A, inclusive and 201B through 187B inclusive, as defined and delineated on a Condominium Plan recorded June 16, 1980 as Instrument No. 80-578369.

PARCEL 2:

Unit 273 as shown and defined on the Condominium Plan referred to above.

PARCEL 3:

An exclusive easement to and exclusive right to use, for parking purposes without limitation as to time, parking space(s) 170 and 179 as shown on the Parking Plan of the Condominium Plan referred to above.

18620 Hatteras Street #273
Tarzana, California
(Los Angeles County)

APN: 2156-29-186

106730

BOOK 984 PAGE 1387

EXHIBIT "A"

A Condominium Composed of:

PARCEL 1:

An undivided 1/55th percent interest in and to lots 1 and 2 of Tract 33823, in the city of Los Angeles, as per map recorded in Book 976 Pages 59 and 60 of Maps, in the office of the county recorder of said county, shown and defined on that Condominium Plan recorded August 26, 1981 as Instrument No. 81-855091.

EXCEPT therefrom Units 101 to 115, inclusive, Units 201 to 220, inclusive, and Units 301 to 320, inclusive, as shown and defined on Condominium Plan above mentioned.

EXCEPT and reserving therefrom all minerals, oil, gas, petroleum, other hydrocarbon substances and all unerground water in or under, or which may be produced from said Lot, which underlies a plane parallel to and 550 feet below present surface of said Lot, for the purpose of prospecting for, the exploration, development, production, extraction and taking of said minerals, oil, gas, petroleum, other hydrocarbon substances and water from said Lot, by means of mines, wells, derricks or other equipment from surface location on adjoining or neighboring land or lying outside of the above described Lot, it being understood that the owners of such minerals, oil, gas, petroleum, other hydrocarbon substances and water, as set forth above, shall have no right to enter upon the surface or any portion thereof above said plane parallel to and 500 feet below the present surface of the said lot for any purpose whatsoever.

PARCEL 2:

Unit 318, as shown and defined on that certain Condominium Plan above mentioned.

PARCEL 3:

An exclusive easement for parking purposes over those portions shown and defined as Parking Space 5 on above mentioned Plan.

10065 DeSoto Avenue, Unit 318
Los Angeles, California
(Los Angeles County)

APN: 2747-2-102

106730

BOOK 984 PAGE 1388

EXHIBIT "A"

A Condominium Composed of:

(A) An undivided 1/4 interest in and to Lot 1 of Tract 34277 in the city of Los Angeles, as per map recorded in Book 972 Pages 20 and 21 of Maps, in the office of the county recorder of said county.

EXCEPT therefrom Units 101 to 104 inclusive as defined and delineated on the Condominium Plan recorded on April 13, 1981 as Instrument No. 81-368309.

ALSO EXCEPT that portion thereof lying below a depth of 500 feet measured vertically, from the contour of the surface of said property, however, grantor or its successors and assigns shall not have the right for any purpose whatsoever to enter upon, into or through the surface of said property or any part thereof lying between said surface and 500 feet below said surface, as reserved by deed recorded August 10, 1979 as Instrument No. 79-882866.

(B) Unit 101 as defined and delineated on the above mentioned Condominium Plan.

611 Mildred Avenue
Los Angeles, California
(Los Angeles County)

APN: 4228-3-29

A Condominium Comprised Of:

PARCEL 1:

That portion of Lot 1 of Tract 41117, in the city of Los Angeles, as per map recorded in Book 1005 Pages 96 and 97 of Maps, in the office of the county recorder of said county, shown and defined as Unit 6 on the Condominium Plan, recorded on June 22, 1982 as Instrument No. 82-625769.

PARCEL 2:

An undivided 1/6th interest in and to Lot 1 of said Tract 41117.

EXCEPT therefrom those portions shown and defined as Units 1 to 6 inclusive on said Condominium Plan.

PARCEL 3:

An exclusive easement for parking purposes to be appurtenant to Parcels 1 and 2 above, in, over, across and through that portion of the common area consisting of Parking Spaces P13 and P14, as shown and defined on said Condominium Plan.

11417 Missouri Avenue Unit 6
Los Angeles, California
(Los Angeles County)

APN: 4261-22-93

106730

BOOK 984 PAGE 1390

EXHIBIT "A"

PARCEL 1:

Lot 72 of Tract 34972, in the city of Santa Fe Springs, as per map recorded in Book 910 Pages 68 to 70, inclusive of Maps, in the office of the county recorder of said county.

PARCEL 2:

Non-exclusive easement for ingress and egress over those certain areas shown as "Aspen Circle (Private Street)" on the map of said Tract 34972.

EXCEPT therefrom all minerals, oils, gases, and other hydrocarbons by whatsoever name known not otherwise reserved that may be within or under the parcel of land hereinabove described without, however, the right to drill, dig, or mine through the surface or the upper 100 feet thereof, as reserved by the state of California in the deed recorded December 4, 1969 as Instrument No. 1997 in Book D4573 Page 14, Official Records in said Office. Affects Parcels 1 and 2 above.

ALSO EXCEPT therefrom all oil, minerals, natural gas and other hydrocarbons by whatsoever name known that may be below the upper 100 feet of the subsurface of said land, without, however, the right to drill, mine, explore and operate through the surface or said upper 100 feet of the subsurface of said land or otherwise in such manner as to endanger the safety of any highway that may be constructed on said lands, as reserved in document recorded in Book M1060 Page 835, Official Records of said Office, affects Parcel 1 and 2 above.

ALSO EXCEPT therefrom all minerals, oils, gases and other hydrocarbons by whatsoever name known, not otherwise reserved, that may be within or under said land, without, however, the right to drill, dig or mine through the surface of the upper 500 feet thereof, as reserved by the state of California, in deed recorded April 7, 1971 as Instrument No. 2737 in Book D5019 Page 905, Official Records in said Office, affects Parcel 1 and 2 above.

ALSO EXCEPT therefrom all oil and hydrocarbon substances below a depth of 500 feet from the surface of said land, but without right of entry on the surface of said land, as reserved by Vernon M. Newsom and Irene Newsom, in deed recorded September 19, 1978 as Instrument No. 78-1036775, affects Parcel 1 and 2 above.

10032 Aspen Circle
Santa Fe Springs, California
(Los Angeles County)

APN: 8007-8-95

106730

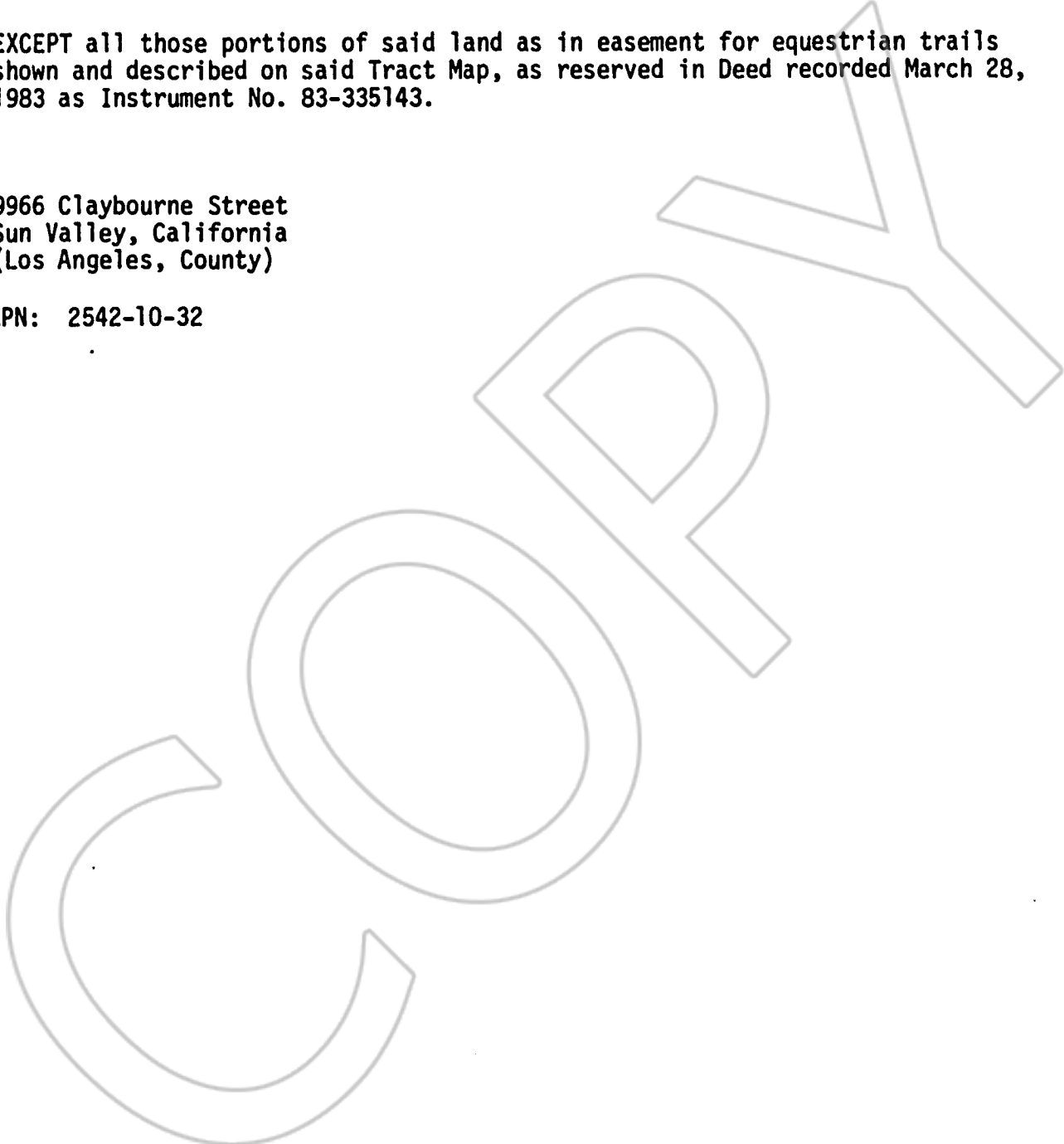
EXHIBIT "A"

Lot 21 of Tract 33386, in the city of Los Angeles, as per map recorded in Book 941 Pages 63 to 72, inclusive, of Maps, in the office of the county recorder of said county.

EXCEPT all those portions of said land as in easement for equestrian trails shown and described on said Tract Map, as reserved in Deed recorded March 28, 1983 as Instrument No. 83-335143.

9966 Claybourne Street
Sun Valley, California
(Los Angeles, County)

APN: 2542-10-32



106730
BOOK **984** PAGE **1392**

EXHIBIT "A"

A Condominium Composed Of:

PARCEL 1:

An undivided 1/106th percent interest in and to Lot 1 of Tract 36422, in the city of Long Beach, as per map recorded in Book 972 Pages 98 to 100 inclusive of Maps, in the office of the county recorder of said county.

EXCEPT therefrom Units 500 to 502, inclusive, Units 506 through 554, inclusive, and Units 601 through 654, inclusive, as shown and defined on that certain Condominium Plan recorded September 16, 1981 as Instrument No. 81-922471.

ALSO EXCEPT therefrom parking spaces P107 to P110 and P112 to P267 inclusive, as shown and defined on said Condominium Plan.

ALSO EXCEPT therefrom all oil, gas, minerals and other hydrocarbons lying below a depth of 500 feet from the surface, but without right of surface entry thereof, as reserved in the deed from the Roman Catholic Archbishop of Los Angeles, a corporation sole, recorded February 10, 1969 in Book D4775 Page 77, Official Records, as Instrument No. 2365.

ALSO EXCEPT therefrom, all minerals, oil, gas, petroleum and other hydrocarbon substances and all underground water in or under or which may be produced from said lot which underlies a plan parallel to and 500 feet below the present surface of said lot for the purpose of prospecting for, the exploration of, development, production, extraction and taking of said minerals, oil, gas, petroleum and other hydrocarbon substances and water from said lot by means of mines, wells, derricks or other equipment from surface locations on adjoining or neighboring land or lying outside of the above-described lot, it being understood that the owner of such minerals, oil, gas, petroleum and other hydrocarbon substances and water, as set forth above, shall have no right to enter upon the surface of any portion thereof above said plane parallel to and 500 feet below the present surface of said lot for any purpose, whatsoever, reserved by Clair Del Apartments, a general partnership, in deed recorded January 6, 1982 as Instrument No. 82-9117.

PARCEL 2:

Unit 515, as shown and defined on said mentioned Condominium Plan.

PARCEL 3:

Exclusive easements for the use, possession and enjoyment of parking space(s) P148 is defined and shown on said Condominium Plan.

4700 Clair Del Avenue, Unit #515
Long Beach, California
(Los Angeles County)

APN: 7152-1-31

106730
BOOK 984 PAGE 1393

EXHIBIT "A"

A Condominium composed of:

PARCEL 1:

(A) An undivided 1/226th interest in and to Lot 1 of Tract 35020, as per map recorded in Book 955, Pages 19 to 21 inclusive of Maps, in the office of the county recorder of said county.

EXCEPT Units 101-176- 201-299, 1000-1014, 2000,2014 inclusive of Tract 35020, as shown and defined on the Condominium Plan, recorded June 26, 1981 as Instrument No. 81-639266, Official Records, and as amended June 30, 1981 as Instrument No. 81-654512.

EXCEPT 50 percent of all the oil, gas, mineral and other hydrocarbon and associated substances from a distance of 500.00 feet below the surface with right to explore for and remove same but only by means of a well or wells commenced upon or surface operations conducted from lands other than those hereby granted; as reserved by Susan A. Turnbull, a widow, in deed recorded March 16, 1962 as Instrument No. 1610 in Book D1548 Page 615 of Official Records.

ALSO EXCEPT 50 percent of the oil, gas, mineral and other hydrocarbon associated substances from a distance of 500.00 feet below the surface with the right to explore for and remove same but only by means of a well or wells commenced upon or surface operations conducted from lands other than those hereby granted, as reserved by deed recorded July 26, 1982 as Instrument No. 82-745557.

(B) Unit 1007, as shown and defined on the Condominium Plan referred to above.

PARCEL 2:

An exclusive easement appurtenant to Parcel 1 above, for parking purposes, over that portion of Lot 1 of said Tract 35020, shown as Parking Space(s) 367P and 404P, on the Parking Plan attached to the Declaration of Restrictions, recorded June 26, 1981 as Instrument No. 81-639267.

28915 Thousand Oaks Blvd. No. 1007
Los Angeles, California
(Los Angeles County)

APN: 2048-13-106

EXHIBIT "A"

A Condominium Comprised of:

(A) An undivided 706/35,518 interest in and to Lot 1 of Tract 37041, as per map recorded in Book 946 Pages 51 t 53 inclusive of Maps, in the office of the county recorder of said county.

EXCEPT therefrom Units 1 to 47 inclusive as shown and defined on the Condominium Plan for said Lot 1, recorded January 25, 1980 as Instrument No. 80-609509.

EXCEPT from said Lot 1 non-exclusive easements for parking purposes over those portion of said Lot 1, shown and defined as PS-1 to PS-87 inclusive on said Condominium Plan.

(B) Unit 41 as shown and defined on said Condominium Plan.

PARCEL 2:

An exclusive easement for parking and incidental purposes, over that portion of said Lot 1, shown and defined as PS-1 and PS-9 on said Condominium Plan.

1222 Olive Drive #410
Los Angeles, California
(Los Angeles County)

APN: 5554-26-88

106730

BOOK 984 PAGE 1395

EXHIBIT "A"

A Condominium comprised of:

PARCEL 1:

Lot 1 of Tract 33436, in the city of Hermosa Beach, per map recorded in Book 911 Pages 20 and 21 of Maps, in the office of the county recorder of said county.

EXCEPT therefrom Units 1 through 2 shown and defined on the Condominium Plan recorded on March 8, 1979 as Instrument No. 79-261322, in the office of the County Recorder of said County.

PARCEL 2:

Units 1 and 2 as shown on the Codominium Plan referred to above.

525 25th Street Unit 2
Hermosa Beach, California
(Los Angeles County)

A.P. No.: 4182-27-39

106730

BOOK 984 PAGE 1396

EXHIBIT "A"

A Condominium Comprised Of:

PARCEL 1:

(A) An undivided 862/35,518 interest in and to Lot 1 of Tract 37041, as per map recorded in Book 946 Pages 51 to 53 inclusive of Maps, in the office of the county recorder of said county.

EXCEPT therefrom Units 1 to 47 inclusive as shown and defined on the Condominium Plan for said Lot 1, recorded January 25, 1980 as Instrument No. 80-609509.

(B) Unit 32 as shown and defined on said Condominium Plan.

PARCEL 2:

An exclusive easement for parking and incidental purposes, over that portion of said Lot 1, shown and defined as PS-47 and PS-48 on said Condominium Plan.

1222 Olive Drive No. 302
Los Angeles, California
(Los Angeles County)

A.P. No.: 5554-26-79

106730

BOOK 984 PAGE 1397

EXHIBIT "A"

A Condominium Composed Of:

PARCEL 1:

A) An undivided 1/216th interest in and to Lot 1 of Tract 37128, in the city of Los Angeles, as per map recorded in Book 956 Pages 95 and 96 of Maps in the office of the county recorder of said county.

EXCEPT from that portion of said land included within Lot 79 of Tract 5692, as per map recorded in Book 60 Pages 72 and 73 of Maps, all that may be within or under said land without, however, the right to drill, dig or mine through the surface thereof, as excepted by the state of California, in deed recorded July 12, 1962 in Book D1683 Page 639, Official Records.

ALSO EXCEPT therefrom, Units 1 to 216 inclusive, as defined and delineated on a Condominium Plan recorded October 24, 1980 as Instrument No. 80-1060723.

(B) Unit 142 as defined and delineated on the above referred to Condominium Plan.

PARCEL 2:

An exclusive easement, appurtenant to Parcel 1 above, for all uses and purposes of "Parking Space(s)" over and across that portion of Lot 1 of said Tract 37128 defined and delineated as "Parking Spaces" S-185 and S-186 on the above referenced Condominium Plan.

18307 Burbank Blvd. Unit 116
Tarzana, California
(Los Angeles County)

A.P. No.: 2157-14-142

106730

BOOK 984 PAGE 1398

EXHIBIT "A"

Lot 7 in Block 165 of RedondoWilla Tract, in the city of Redondo Beach, as per map recorded in Book 10 Pages 86 and 87 of Maps, in the office of the county recorder of said county.

1634 Stanford Avenue,
Redondo Beach, California'
Los Angeles, County

A. P. No.: 4162-32-47

COPY

106730

BOOK 984 PAGE 1399

A Condominium Composed of:

PARCEL 1:

An undivided 1/55th percent interest in and to lots 1 and 2 of Tract 33823, in the City of Los Angeles, as per map recorded in Book 976 Pages 59 through 60 of Maps, in the Office of the County Recorder of said County, shown and defined as on that Condominium Plan recorded August 26, 1981 as Instrument No. 81-855091.

EXCEPT therefrom Units 101 through 115, Units 201 through 220 and Units 301 through 320 as shown and defined on Condominium Plan above mentioned.

ALSO EXCEPT and reserving therefrom, all minerals, oil, gas, petroleum, other hydrocarbon substances and all underground water in or under or which may be produced from said Lot which underlies a plan parallel to and 500 feet below the present surface of said Lot for the purposes of prospecting for, the exploration, development, production, extraction and taking of said minerals, oil, gas, petroleum, other hydrocarbon substances and water from said Lot by means of mines, wells, derricks or other equipment from surface locations on adjoining or neighboring land or lying outside of the above described lot, it being understood that the owner of such minerals, oil, gas, petroleum, other hydrocarbon substances and water, as set forth above, shall have no right to enter upon the surface of any portion thereof above said plane parallel to and 500 feet below the present surface of the said Lot for any purpose whatsoever.

PARCEL 2:

Unit 220 as shown and defined on that certain Condominium Plan above mentioned.

PARCEL 3:

An exclusive easement for parking purposes over those portions shown and defined as parking spaces 73 and 19 on above mentioned plan.

10065 De Soto Avenue Unit 220, (Chatsworth Area)
Los Angeles, California
(Los Angeles County)

A.P. No.: 2747-2-84

106730

BOOK 984 PAGE 1400

EXHIBIT "A"

That certain real property situated in the City of Redondo Beach, County of Los Angeles, State of California, described as follows:

A Condominium composed of:

(A) An undivided one-third interest in Parcel 1 of Parcel Map 14028, in the City of Redondo Beach, as shown on Map recorded in Book 137, page 85 of Parcel Maps, in the Office of the County Recorder of said County.

EXCEPT THEREFROM the following:

- 1. Units 1 through 3, inclusive, as shown and defined upon the Condominium Plat, recorded December 29, 1981, as Instrument No. 81-1268459.**
- 2. The exclusive right of possession of all those restricted common areas, designated as Garages ("G"), Decks ("D"), Patios ("P") and Balconies ("L"), as shown and defined upon the Condominium Plan above referred to.**

(B) Unit 2, as shown upon the Condominium Plan above referred to.

(C) The exclusive right to possession and occupancy of those portions of Parcel 1, described in (A) above, designated as D-2, G-2, L-2 and P-2, as appurtenant to (A) and (B) described above.

(2117 Grant Avenue #2, Redondo Beach, California)

A. P. No. 4156-16-54

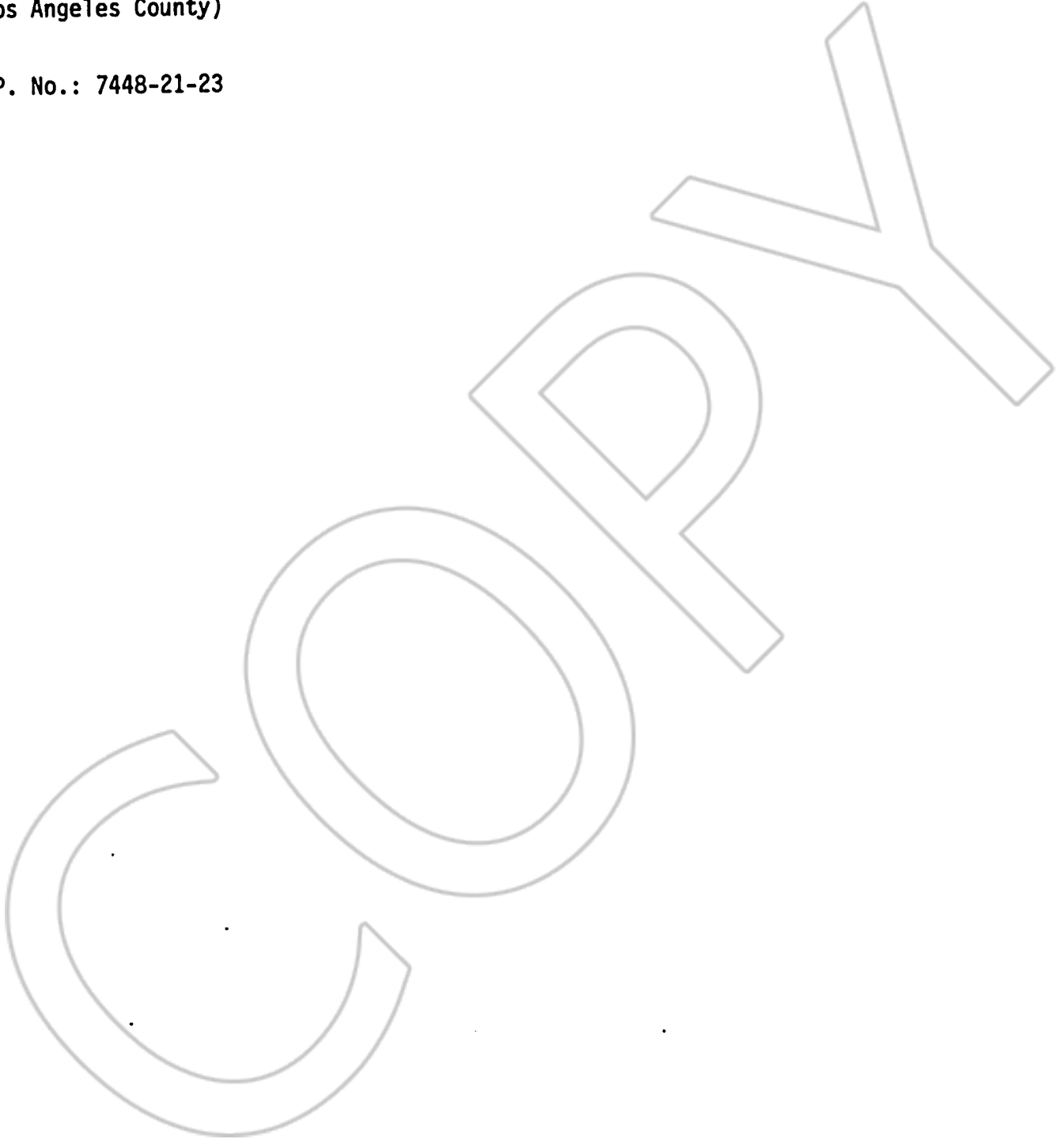
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BOOK 984 PAGE 1401

Lot 23, in Block 6 of Tract 2431, in the City of Los Angeles, as per map recorded in Book 23 Pages 146 and 147, of Maps, in the Office of the County Recorder of said County.

550 Upland Avenue (San Pedro area)
Los Angeles, California
(Los Angeles County)

A.P. No.: 7448-21-23



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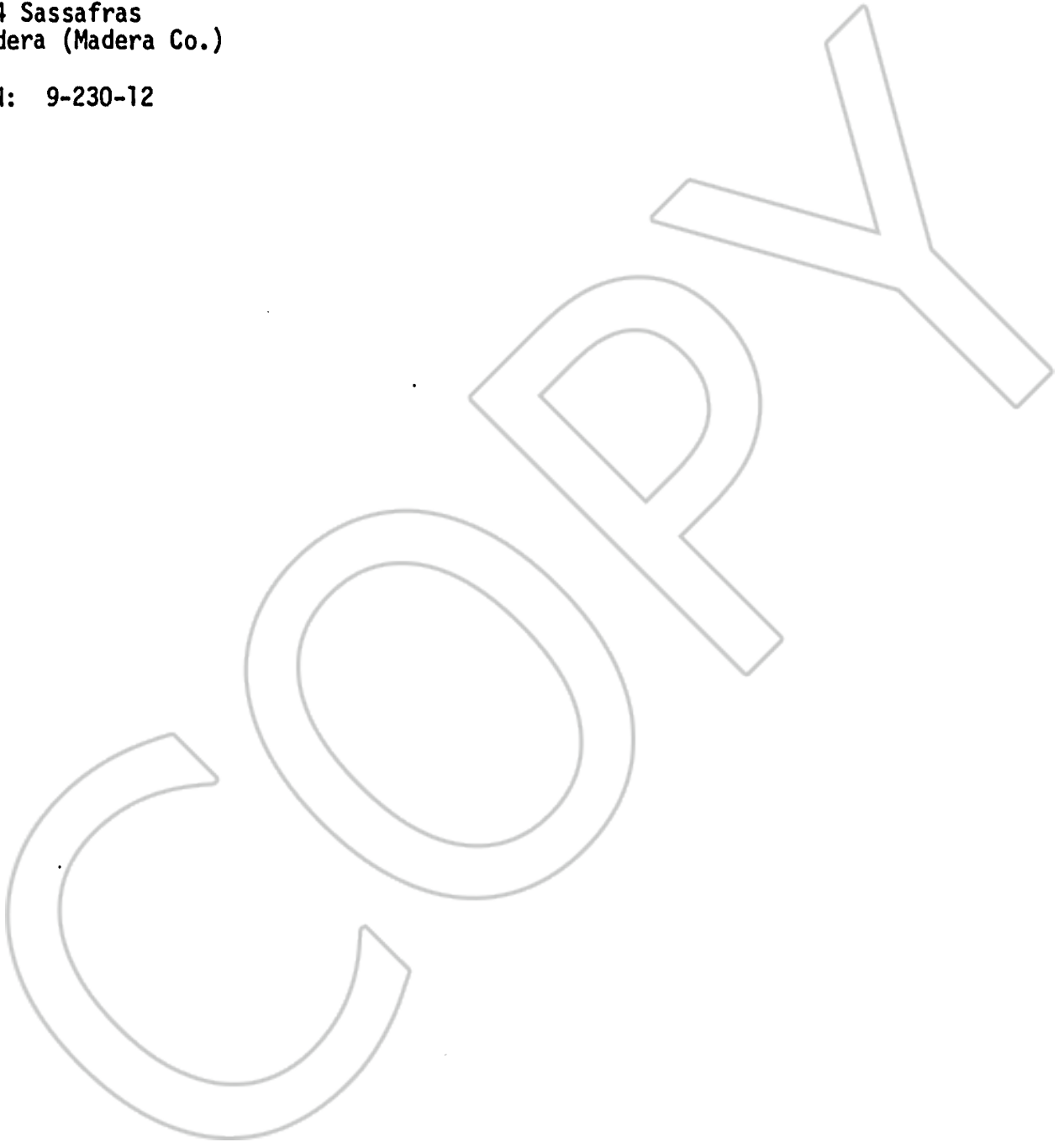
BOOK 984 PAGE 1402

EXHIBIT "A"

**Lot 2 in Block 2 of Berry Subdivision No. 5, according to the map thereof,
recorded in Book 17 of Maps, at page 24, Madera County Records.**

**104 Sassafras
Madera (Madera Co.)**

APN: 9-230-12



106730

BOOK 984 PAGE 1403

PARCEL 1:

A separate interest in and to the airspace identified as Unit No. 11 of COURCHEVEL, as per Map therefor recorded in Book 8 of Subdivision Maps at Pages 15 through 15H, inclusive, in the Office of the Recorder of the County of Mono, State of California (hereinafter "the Map") as said Unit is defined in the Declaration of Covenants, Conditions and Restrictions for said Subdivision recorded in Book 146, Pages 113 through 166, inclusive, of the Official Records of the Recorder of the County of Mono, State of California (the "Declaration") as amended by Amendment No. 1 thereto, recorded in Book 179, Pages 178 through 183, inclusive, of the Official Records of the Mono County Recorder (the "Amendment") the Amendment and the Declaration being hereinafter collectively referred to as the "Declaration."

PARCEL 2:

An undivided 1/50th interest in and to all of that portion of Lot A of COUCHEVEL, as per Map thereof shown and described as Common Area on the Map, reserving therefrom (A) exclusive easement for the parking of automobiles in, over and upon that portion of the Common Area shown and described as Parking Spaces 1S through 90S, inclusive, on Exhibit "B" to the Amendment, and (B) exclusive easements for the use of the private balcony areas shown and designated on the Map as Restricted Common Areas.

PARCEL 3:

An exclusive easement appurtenant to Parcel 1 for the parking of automobiles in and over that portion of the Common Area shown and described as Parking Space 27S on Exhibit "B" to the Amendment.

PARCEL 4:

An exclusive easement appurtenant to Parcel 1 for the use of the private balcony area shown and described upon the Map as restricted common area 11B.

Mammoth Slopes Drive #11
Mammoth Lakes, California
(Mono County)

APN: 31-190-10-011

106730

BOOK 984 PAGE 1404

EXHIBIT "A"

A condominium estate of inheritance, or perpetual estate, as defined in Section 783 of the Civil Code of the State of California, consisting of that certain real property in the County of Mono, State of California, described as follows:

A) An undivided 1.083 interest in common in and to Lot 97, SIERRA MANORS NO. 2, County of Mono, State of California, as per Map recorded November 5, 1969 in Book 6 at Pages 63 through 63H, inclusive, of Maps, in the Office of the County Recorder of said County, excepting, however, from said Lot 97 all of the ninety-six (96) Units as said Units are defined in Developer's Declaration of Covenants, Conditions and Restrictions recorded in Book 106, Pages 173 through 207, both inclusive, of Official Records in the Office of the County Recorder of said County, and as said units are shown and described on the aforesaid Map recorded in Book 6 at Pages 63 through 63H, both inclusive of Maps, in the Office of the County Recorder of said County.

B) A separate interest in and to the space identified as Unit 47 as defined in Developer's Declaration of Covenants, Conditions and Restrictions recorded in Book 106 at Pages 173 through 207, both inclusive, of Official Records in the Office of the County Recorder of said County, and as said Units are shown and described on the aforesaid Map filed in Book 6 at Pages 63 through 63H, both inclusive, Maps in the Office of the County Recorder of said County.

Unit 47-Sierra Manor #2
Mammoth Lakes, California
Mono County

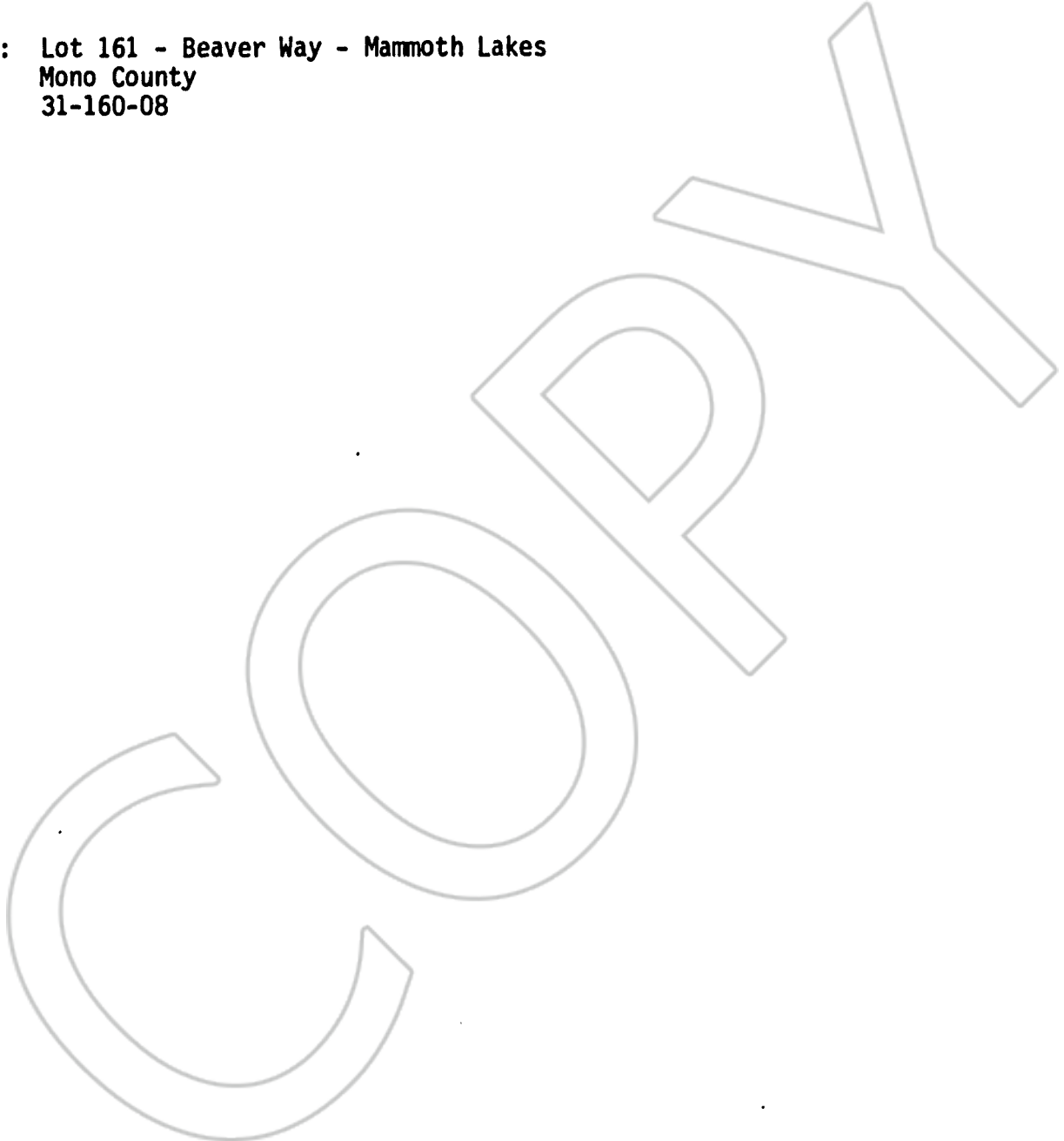
APN #35-180-14-47

106730
BOOK **984** PAGE **1405**

EXHIBIT "A"

Lot 161 of MAMMOTH SLOPES UNIT NO. 4, in the County of Mono, State of California, as per map recorded in Book 5 Pages 111, 111A, 111B, 111C and 111D of Maps, in the office of the County Recorder of said County.

P/A: Lot 161 - Beaver Way - Mammoth Lakes
Mono County
APN 31-160-08



106730
BOOK **984** PAGE**1406**

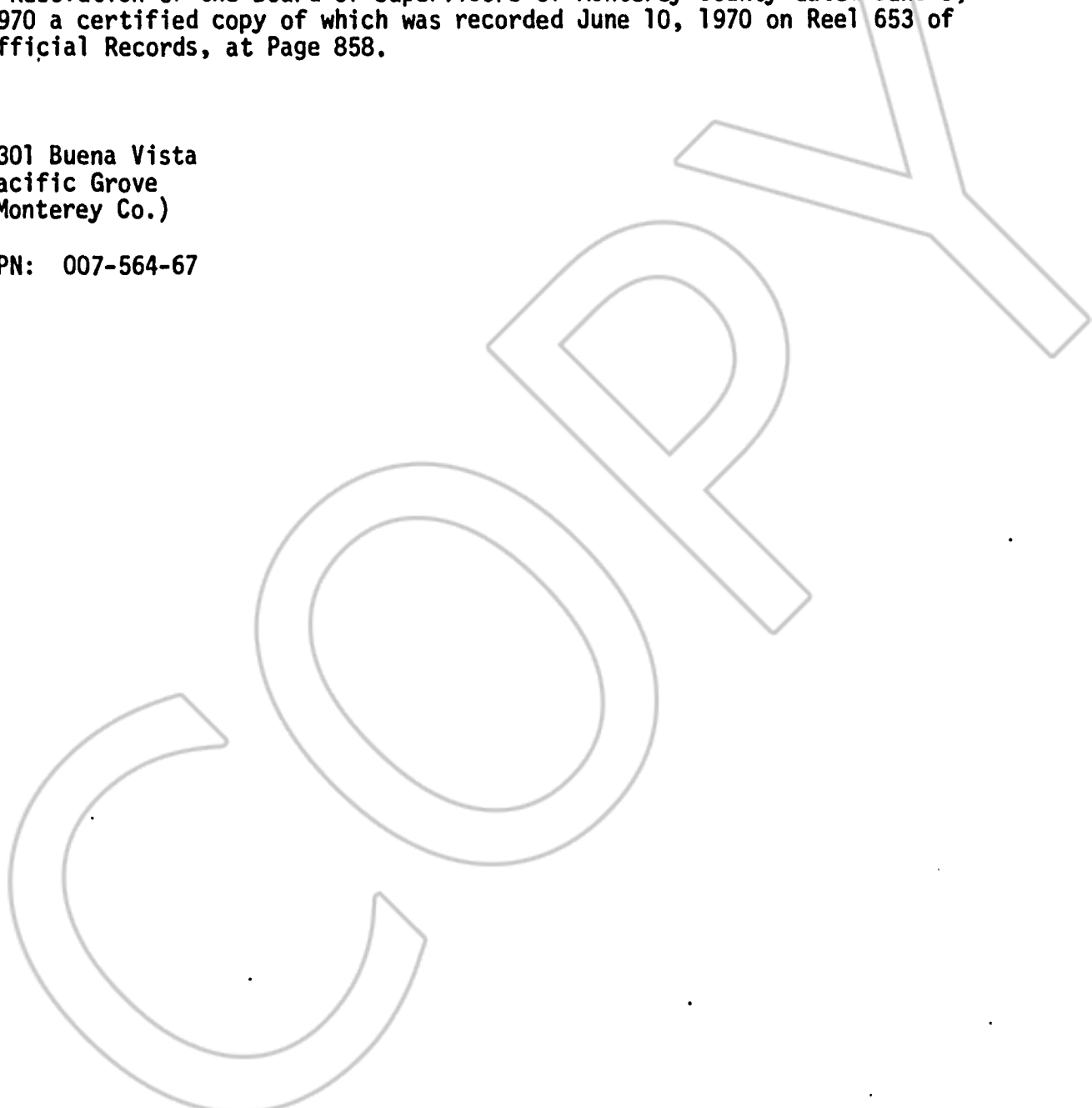
EXHIBIT "A"

Lot 1, in Block 19, as shown on the map entitled, "Map of Del Monte Park", filed for record June 5, 1907 in the Office of the County Recorder of the County of Monterey, State of California, in Volume 2 of Maps, "Cities and Towns", at Page 1.

Also, the Southwesterly 1/2 of Montecito Avenue lying along and adjacent to the northeasterly line of said Lot 1, said portion having been abandoned by a Resolution of the Board of Supervisors of Monterey County dated June 9, 1970 a certified copy of which was recorded June 10, 1970 on Reel 653 of Official Records, at Page 858.

1301 Buena Vista
Pacific Grove
(Monterey Co.)

APN: 007-564-67



106730
BOOK 984 PAGE 1407

The land referred to in this preliminary report is situated in the State of California, County of Napa and is described as follows:

PARCEL ONE:

Commencing at the Southeastern corner of the 4.10 acre tract described as Parcel One in the Deed to Harry V. McCart, et ux, recorded in Book 211 of Official Records at page 411, Napa County Records; thence along the Easterly line thereof North $13\frac{1}{4}^{\circ}$ West, 221.10 feet; thence South 77° West, 197.01 feet; thence South $13\frac{1}{4}^{\circ}$, East 221.10 feet to the Southerly line of said 4.10 acre tract; thence along said line, North 77° East, 197.01 feet to the point of commencement and being a portion of said 4.10 acre tract.

PARCEL TWO:

Right of way, 20 feet wide, the centerline of which is described as follows:

COMMENCING on the Eastern line of Beard Road, distant thereon South $13^{\circ} 15'$ East, 10.00 feet from the intersection thereof with the Northern line of the 5.60 acre tract of land described as Parcel Two in the Deed to Harry V. McCart and wife of record in Book 211 of Official Records at page 411, said Napa County Records; thence North 77° East, 1024.30 feet, more or less, to the Eastern line of said 5.60 acre tract.

PARCEL THREE:

Right of Way, 15 feet wide, the centerline of which is described as follows:

COMMENCING at the Eastern terminus of the centerline of the 20 foot Right of Way above described; running thence South $80^{\circ} 54'$ East, 124.50 feet; thence North 77° East to a point that is 32.0 feet Westerly, right angle measurement, from the Western line of the one acre tract of land described in the Deed to Albert B. Grant, et ux, of record in Book 290 of Official Records at page 215, said Napa County Records; thence on a curve to the right with a radius of 25 feet to a point 7.5 feet Westerly, right angle measurement, from the Western line of said one acre tract; thence South $13^{\circ} 15'$ East to the Northern line of that certain property described in the Deed to Louis J. Emmons and Margaret S. Emmons, recorded August 8, 1951 in Book 370 at page 120 of Official Records of Napa County.

PARCEL FOUR:

Easement for road purposes over the following described parcel of land:

COMMENCING at the Northeast corner of the one acre tract of land conveyed to Louis J. Emmons, et ux, by Deed of record in Volume 370 of Official Records at page 120, Napa County Records; running thence along the Eastern line of said one acre tract, South $13^{\circ} 15'$ East 17.70 feet, North 77° East, 2.99 feet and South $13^{\circ} 15'$ East, 20.00 feet; thence parallel with the Northern line of said one acre tract, South 77° West, 17.99 feet; thence North $13^{\circ} 15'$ West, 37.70 feet to a point on the Northern line of said one acre tract; thence along the Northern line of said one acre tract, North 77° East, 15.00 feet to the point of commencement.

1187 Pear Tree Lane
Napa (Napa CO.)

APN: 44-050-05

106730

BOOK 984 PAGE 1408

EXHIBIT "A"

Lot 49 of Western Lake Properties, Unit 1-A, as shown on the Official Map thereof, filed in the office of the County Recorder of the County of Nevada on March 14, 1967, Book 2 of Subdivision Maps at Page 84.

Excepting therefrom all oil, gas, gasoline and other hydrocarbon substances and all other minerals below a depth of 100 feet, without right of surface entry, as reserved in the Deed recorded June 30, 1967, in Book 423, Official Records, Page 366, executed by Western Lake Properties, to Jerry W. Vega et ux.

P/A: 23100 Sunset Ridge Drive - Auburn
Nevada County
APN 21-100-14



106730

BOOK 984 PAGE 1409

EXHIBIT "A"

PARCEL 1:

LOT 82 OF TRACT NO. 6770, AS PER MAP RECORDED IN BOOK 413, PAGES 38 TO 41 INCLUSIVE, OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM ALL RIGHTS, TITLE AND INTEREST, INCLUDING ANY REVERSIONARY INTEREST IN AND TO ALL OIL, OIL RIGHTS, MINERAL RIGHTS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, TOGETHER WITH ALL GEOTHERMAL STEAM POWER THAT MAY BE WITHIN OR UNDER THE PARCEL OF LAND HEREIN-ABOVE DESCRIBED TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFOR AND STORING IN AND REMOVING THE SAME FROM SAID LAND, OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THOSE HEREINABOVE DESCRIBED, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND, HEREINABOVE DESCRIBED AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES, WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, STORE, EXPLORE AND OPERATE THROUGH OR ON THE SURFACE OF THE UPPER 500 FEET OF THE SUBSURFACE OF SAID LAND, AS CONVEYED TO EASTWOOD MINERALS AND ENERGY COMPANY, A CALIFORNIA CORPORATION, BY A QUITCLAIM DEED RECORDED SEPTEMBER 17, 1974 IN BOOK 11244, PAGE 1877, OFFICIAL RECORDS. ALL RIGHTS TO DRILL, MINE, STORE, EXPLORE AND OPERATE THROUGH OR ON AND UTILIZE ALL OR ANY PORTION OF THE SURFACE OF THE UPPER 500 FEET OF THE SUBSURFACE OF SAID LAND WERE QUITCLAIMED BY DOCUMENT RECORDED DECEMBER 2, 1976 IN BOOK 11981, PAGE 735, OFFICIAL RECORDS.

PARCEL 2:

AN UNDIVIDED 1/119TH INTEREST AS A TENANT IN COMMON IN AND TO LOTS B AND C OF TRACT NO. 6770, AS PER MAP RECORDED IN BOOK 413, PAGES 39 to 41 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY.

23931 Quail Way
El Toro, California
(Orange County)

APN No: 617-462-26

106730
BOOK 984 PAGE 1410

EXHIBIT "A"

LOT 15 OF TRACT 10169, AS PER MAP RECORDED IN BOOK 473, PAGES 43 TO 45 INCLUSIVE OF MISCELLANEOUS MAPS.

EXCEPTING FROM THAT PORTION OF SAID LAND LYING BELOW A DEPTH OF 500 FEET ALL OIL, GAS AND OTHER HYDROCARBONDS AND ALL OTHER MINERALS SIMILAR OR DISSIMILAR AND INCLUDING ALL FISSIONABLE MATERIALS WITHOUT, HOWEVER, THE RIGHT OF SURFACE ENTRY, AS RESERVED BY HUNTINGTON BEACH COMPANY, A CORPORATION, IN DEED RECORDED FEBRUARY 1, 1978 IN BOOK 12550, PAGE 1029, OFFICIAL RECORDS.

ALSO EXCEPTING FROM THAT PORTION OF SAID LAND LYING BELOW A DEPTH OF 200 FEET THE SOLE AND EXCLUSIVE RIGHT FROM TIME TO TIME LOCATE AND MAINTAIN SUBSURFACE PORTIONS OF OIL LAND GAS WELLS IN THE SUB 200 PORTION OF SAID LAND, AND THE RIGHT TO DRILL FOR, PRODUCE, EXTRACT AND TAKE THE SUB 500 MINERALS FROM THE SUB 500 PORTION OF SAID LAND, WITHOUT, HOWEVER, THE RIGHT OF SURFACE ENTRY AS RESERVED BY HUNTINGTON BEACH COMPANY, A CORPORATION, IN DEED RECORDED FEBRUARY 1, 1978 IN BOOK 12550, PAGE 1029, OFFICIAL RECORDS.

ALSO EXCEPTING ALL WATER RIGHTS, INCLUDING, BUT NOT LIMITED TO ALL RIGHT TO PERCOLATING WATER, ARTESIAN WATERS AND UNDERGROUND STREAMS BUT WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED BY HUNTINGTON BEACH COMPANY, A CORPORATION, IN DEED RECORDED FEBRUARY 1, 1978 IN BOOK 12550, PAGE 1029, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THE SUBSURFACE WATER RIGHTS, BUT WITHOUT THE RIGHT OF SURFACE ENTRY ABOVE THE DEPTH OF 500 FEET BELOW THE SURFACE AS DEDICATED ON THE MAP OF SAID TRACT.

1702 Lake Street
Huntington Beach, California
(Orange County)

P No.: 023-073-15

106730

BOOK 984 PAGE 1411

EXHIBIT "A"

LOT 1 OF TRACT NO. 4170, AS SHOWN ON A MAP RECORDED IN BOOK 150, PAGES 18
AND 19 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

17731 Amaganset Way
Tustin, California
(Orange County)

PARCEL NO. 401-031-14

COPY

106730
BOOK 984 PAGE 1412

EXHIBIT "A"

PARCEL 1:

LOT 8 OF TRACT 9834, AS PER MAP RECORDED IN BOOK 469, PAGES 27 AND 28 OF MISCELLANEOUS MAPS.

PARCEL 2:

EASEMENTS FOR INGRESS, EGRESS, PUBLIC UTILITIES, AND OTHER PURPOSES, AS SET FORTH IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AUGUST 6, 1980 IN BOOK 13691, PAGE 1318 OF OFFICIAL RECORDS, OVER LOT 39, THE COMMON AREA.

EXCEPT FROM PARCELS 1 AND 2 ALL RIGHTS TO UNDERGROUND WATER WITHOUT THE RIGHT OF SURFACE ENTRY AS DEDICATED ON THE MAP OF SAID TRACT.

9961 Quiet Place,
Garden Grove, California
(Orange County)

A.P. No.: 133-362-08

"EXHIBIT A"

PARCEL 1:

Unit #23, as shown on those certain condominium plans recorded March 7, 1980 in Book 13526, Page 474 (Lot 1); in Book 13526, Page 492 (Lot 2); in Book 13526, Page 526 (Lot 4); and adendment and modification to Condominium Plan recorded June 19, 1980 in Book 13639, Page 1443, all of official records of Orange County, California.

PARCEL 2:

An undivided 1/290th interest as a tenant in common, in and to Lots 1, 2, 3, and 4 (common area) of Tract No. 10515, as shown on a map recorded in Book 472, Pages 9 and 10 of Miscellaneous maps, records of said county, together with all improvements located thereon, excepting therefrom condominium Units 1 through 290 inclusive, located thereon.

EXCEPTING therefrom, all minerals, oil gas, petroleum, other hydrocarbon substances and all underground water in or under, or which may be produced from said lots which underlie a plane paralld to and 550 feet below the present surface of said lots, for the purpose of prospecting for, the exploration, development, production, extraction and taking of said minerals, oil, gas, petroleum, other hydrocarbon substances and water from said lots, by means if mines, wells, derricks or other equipment from surface locations on adjoining or neighboring land, or lying outside of the above described lots, ir being understood that the owner of such minerals, oil, gas, petroleum, other hydrocarobon substances and water, as set forth above, shall have no right to enter upon the surface of any portion thereof above said plane parallel to and 550 feet below the present surface of the said lots for any purpose whatsoever, as reserved in the deed form the Cabrillo Park Venture, a California corporation limited Partnership, recorded April 16, 1981 in Book 14021, Page 1452 of Official Records.

PARCEL 3:

An exclusive easement appurtenant to said unit for ingress, egress, use and enjoyment in and to Lot A of Tract No. 10515 and the restricted common area parking space, as set forth in the declaration of Covenants, Conditions and Restrictions recorded July 22, 1980 in Book 13673, Page 1024 of official records of said county, and shown on the condominium plans for each unit as #PS- 321

1260 G Cabrillo
Santa Ana, CA.

(Orange County)

APN #: 931-60-423

106730

BOOK 984 PAGE 1414

EXHIBIT "A"

PARCEL 1:

UNIT 31 SHOWN AND DESCRIBED IN THE CONDOMINIUM PLAN RECORDED ON AUGUST 13, 1981, IN BOOK 14179, PAGE 1148 OFFICIAL RECORDS OF SAID COUNTY.

PARCEL 2:

AN UNDIVIDED ONE SEVENTY-FIFTH (1/75TH) INTEREST AS A TENANT IN COMMON IN THE FEE INTEREST IN AND TO THE COMMON AREA OF LOT 9 OF TRACT 10484, AS PER MAP FILED IN BOOK 463 PAGES 35 TO 37 INCLUSIVE, OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY, AS SUCH TERM IS DEFINED IN THE ARTICLE ENTITLED "DEFINITIONS" OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED JULY 2, 1981, IN BOOK 14125, PAGE 1497, OFFICIAL RECORDS.

EXCEPT ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS RIGHTS AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, GEOTHERMAL STEAM AND ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING, THAT MAY BE WITHIN OR UNDER THE PARCEL OF LAND HEREINABOVE DESCRIBED, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING, AND OPERATING THEREFOR AND STORING IN AND REMOVING THE SAME FROM SAID LAND OR ANY OTHER LAND INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THOSE HEREINABOVE DESCRIBED, OIL OR GAS WELLS, TUNNELS AND SHAFTS HEREINABOVE DESCRIBED, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, STORE, EXPLORE AND OPERATE THROUGH THE SURFACE OR THE UPPER 500 FEET OF THE SUB-SURFACE OF THE LAND HEREINABOVE DESCRIBED AS RESERVED BY THE IRVINE COMPANY, A MICHIGAN CORPORATION, IN THE DEED RECORDED APRIL 22, 1981, IN BOOK 14028, PAGE 1229, OFFICIAL RECORDS.

PARCEL 3:

EASEMENTS AS SET FORTH IN THE SECTIONS ENTITLED "CERTAIN EASEMENTS FOR OWNERS" AND "SUPPORT, SETTLEMENT AND ENCROACHMENT" OF THE ARTICLE ENTITLED "EASEMENTS" OF THE DECLARATION.

PARCEL 4:

EASEMENTS AS SET FORTH IN THE SECTIONS ENTITLED "CERTAIN EASEMENTS FOR OWNERS" AND "SUPPORT, SETTLEMENT AND ENCROACHMENT" OF THE ARTICLE ENTITLED "EASEMENTS" OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED JUNE 9, 1981, IN BOOK 14092, PAGE 1797 OFFICIAL RECORDS.

27 Wellesley
Irvine, California

(Orange County)

A.P. No.: 939-18-216

EXHIBIT "A"

Lot 21 of Tract No. 8319, in the City of San Juna Capistrano, County of Orange, State of California, as per map recorded in Book 331, Pages 15 to 18, inclusive of Miscellaneous Maps, the office of the County Recorder of said County, and amended by Certificate of Correction recorded October 7, 1974 in book 11259, page 1014, Official Records, in the office of the County Recorder of said County.

EXCEPT all oil, gas and other hydrocarbon substances lying below a depth of 500 feet, measured from the surface of said land, without, however, any right of surface entry for any purpose whatsoever, as conveyed to Crocker National Bank, Trustee of the Howard L. Krum Estate, by Deed recorded October 5, 1973 in book 10933, page 677, Official Records.

Attention is directed to the fact that the oil, etc., is excepted from the description in this guarantee and any policy issued in the name of a purchaser at a sale under said Deed of Trust will also contain said oil exception.

33706 Calle Miramer
San Juan Capistrano, California
Orange County

APN #675-162-15

106730

BOOK 984 PAGE 1416

EXHIBIT "A"

PARCEL 1:

AN UNDIVIDED 1/18TH INTEREST IN AND TO LOT 1 OF TRACT NO. 11227, AS PER MAP RECORDED IN BOOK 484, PAGES 33 AND 34, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM UNITS 1 THROUGH 18 AS SHOWN UPON THE CONDOMINIUM PLAN RECORDED IN BOOK 14087, PAGE 879 OF OFFICIAL RECORDS OF SAID COUNTY.

PARCEL 2:

UNIT H-1 AS SHOWN UPON THE CONDOMINIUM PLAN REFERRED TO IN PARCEL 1 ABOVE.

355 Avocado St. H-1
Costa Mesa, California
(Orange County)

A.P. No.: 938-65-017

106730

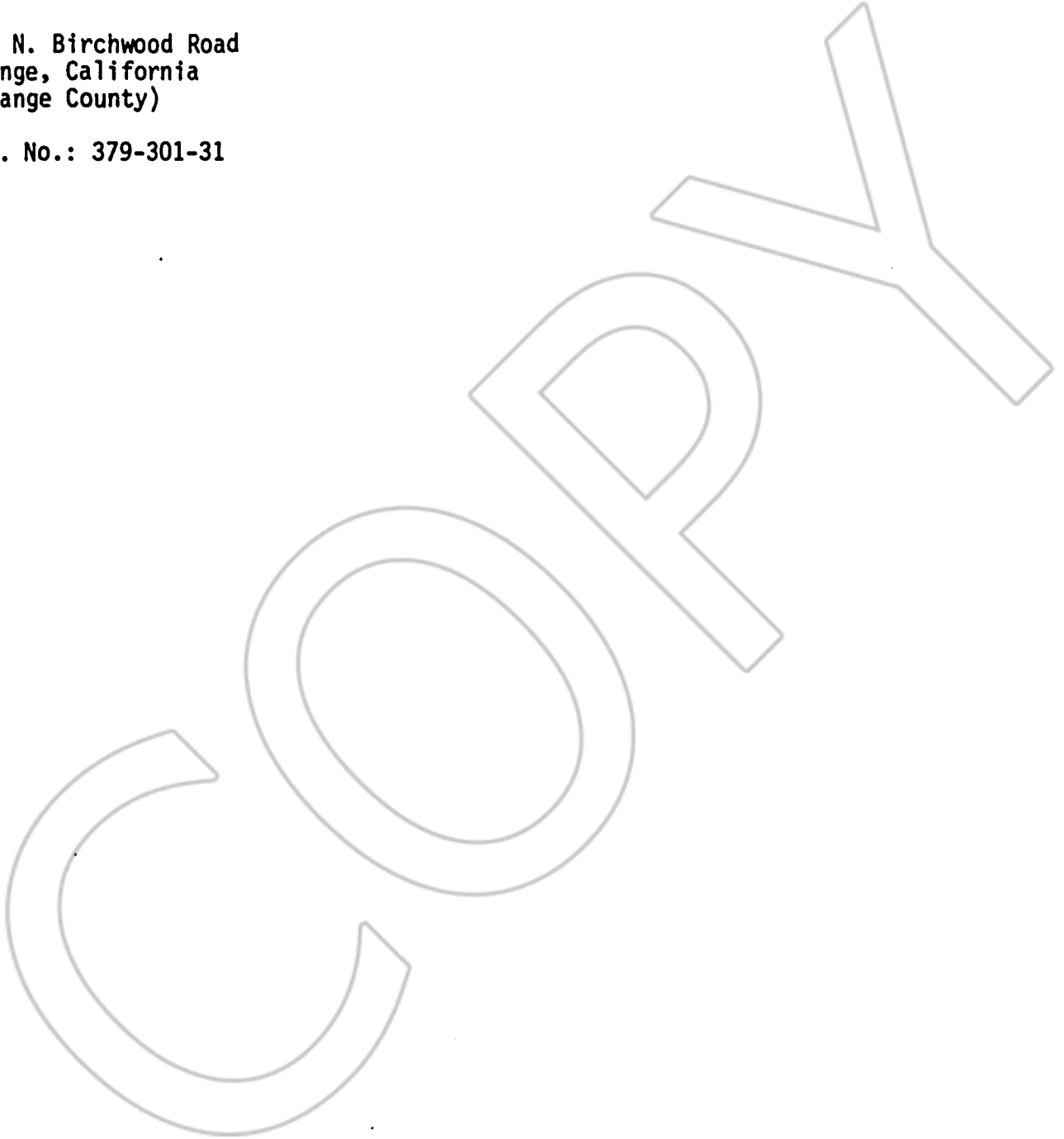
BOOK 984 PAGE 1417

EXHIBIT "A"

PARCEL 2 AS SHOWN ON A MAP FILED IN BOOK 125, PAGE 18 OF PARCEL MAPS IN
THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA.

633 N. Birchwood Road
Orange, California
(Orange County)

A.P. No.: 379-301-31



106730

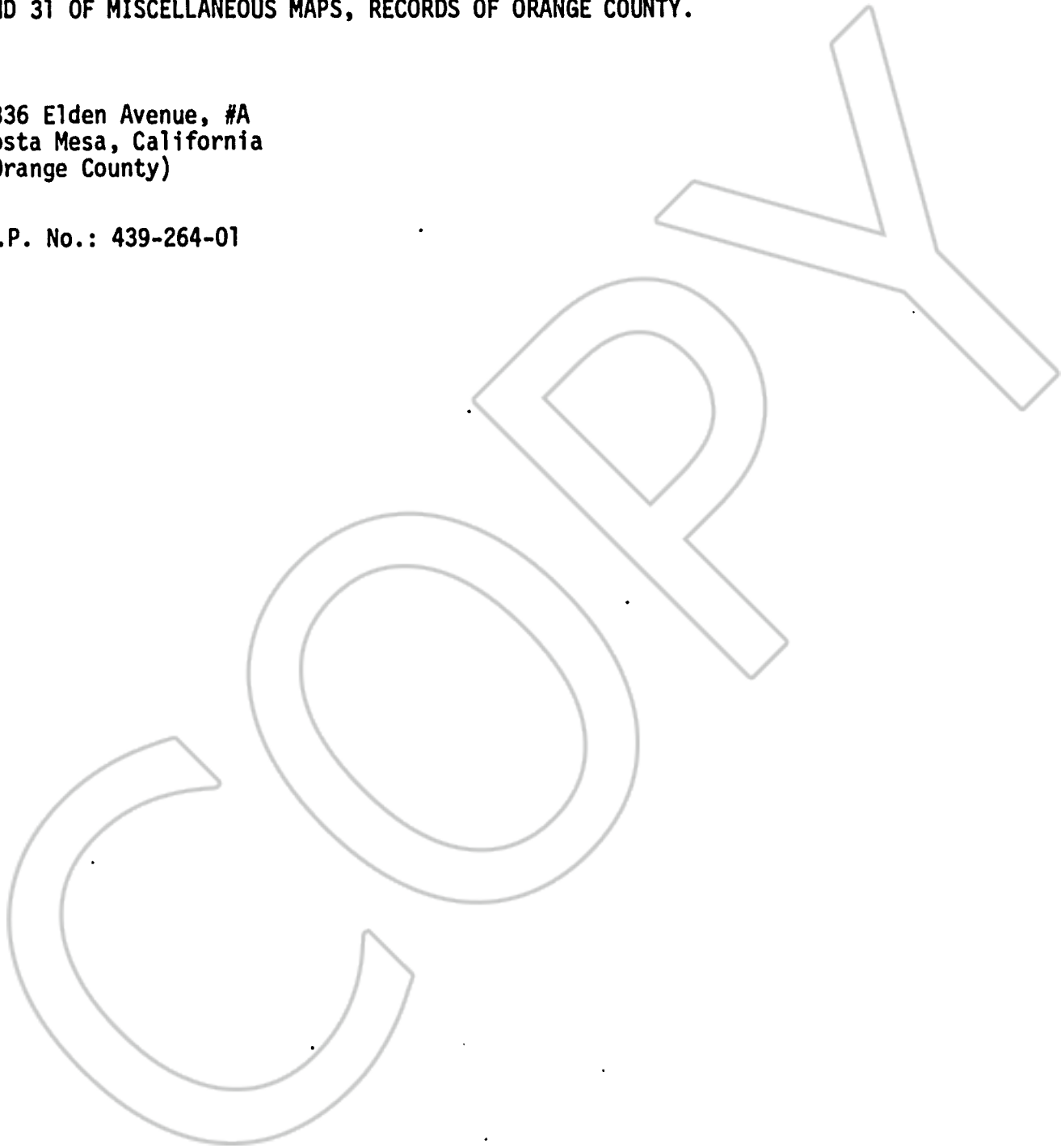
BOOK 984 PAGE 1418

EXHIBIT "A"

LOT 1 OF TRACT NO. 11375, AS SHOWN ON A MAP RECORDED IN BOOK 490, PAGES 30
AND 31 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY.

2336 Elden Avenue, #A
Costa Mesa, California
(Orange County)

A.P. No.: 439-264-01



106730
BOOK **984** PAGE **1419**

EXHIBIT "A"

A CONDOMINIUM ESTATE CONSISTING OF THE FOLLOWING:

PARCEL 1:

UNIT NO. 11 ON LOT NO. 3 OF TRACT NO. 8229, AS SHOWN ON A MAP RECORDED IN BOOK 324, PAGES 27, 28 AND 29 OF MISCELLANEOUS MAPS IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, AND AS SHOWN AND DEFINED IN THE DECLARATION OF RESTRICTIONS ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP FOR ALISO VILLAS CONDOMINIUM ASSOCIATION NO. 2, RECORDED ON JUNE 12, 1973 IN BOOK 10745, PAGES 451 THROUGH 495 INCLUSIVE OF OFFICIAL RECORDS, AND NOTICE OF ADDITION OF TERRITORY (THE "CONDOMINIUM PLAN" HEREIN), RECORDED JUNE 20, 1973 IN BOOK 10760, PAGE 363 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA.

PARCEL 2:

AN UNDIVIDED 1/48TH INTEREST IN LOTS 3 AND 4 OF TRACT NO. 8229, AS SHOWN ON A MAP RECORDED IN BOOK 324, PAGES 27, 28 AND 29 OF MISCELLANEOUS MAPS IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, SHOWN AND DEFINED AS COMMON AREA ON THE ABOVE MENTIONED DECLARATION OF RESTRICTIONS AND CONDOMINIUM PLAN.

EXCEPTING THEREFROM, UNITS 1 THROUGH 48 OF TRACT NO. 8229, AS SHOWN ON THE CONDOMINIUM PLAN REFERRED TO ABOVE.

ALSO EXCEPTING THEREFROM, ALL MINERALS, OIL, GAS, PETROLEUM, OTHER HYDRO-CARBON SUBSTANCES AND ALL UNDERGROUND WATER IN OR UNDER OR WHICH MAY BE PRODUCED FROM SAID LAND WHICH UNDERLIES A PLANE PARALLEL TO AND 550 FEET BELOW THE PRESENT SURFACE OF SAID LAND, FOR THE PURPOSE OF PROSPECTING FOR, THE EXPLORATION, DEVELOPMENT, PRODUCTION, EXTRACTION AND TAKING OF SAID MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND WATER FROM SAID LAND BY MEANS OF MINES, WELLS, DERRICKS AND/OR OTHER EQUIPMENT FROM SURFACE LOCATIONS ON ADJOINING OR NEIGHBORING LAND OR LYING OUTSIDE OF THE ABOVE DESCRIBED LAND, IT BEING UNDERSTOOD THAT THE OWNER OF SUCH MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND WATER, AS SET FORTH ABOVE, SHALL HAVE NO RIGHT TO ENTER UPON THE SURFACE OF THE ABOVE DESCRIBED LAND NOR TO USE ANY OF THE SAID LAND OR ANY PORTION THEREOF ABOVE SAID PLANE PARALLEL TO AND 550 FEET BELOW THE PRESENT SURFACE OF THE SAID LAND FOR ANY PURPOSE WHATSOEVER, AS RESERVED IN THE DEED FROM MISSION VIEJO COMPANY, RECORDED AUGUST 25, 1975 IN BOOK 11492, PAGE 1204 OF OFFICIAL RECORDS.

PARCEL 3:

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, ENCROACHMENT, SUPPORT, AND FOR OTHER PURPOSES, ALL AS SHOWN AND DEFINED IN THE CONDOMINIUM PLAN.

26385 Via Damasco
Mission Viejo, California
(Orange County)

A.P. No.: 933-06-067

106730

BOOK 984 PAGE 1420

EXHIBIT "A"

That certain real property situated in the City of Garden Grove, County of Orange, State of California, described as follows:

PARCEL 1:

An undivided 1/26th interest in and to Lot 1 of Tract No. 11163, according to the Map filed in Book 479, pages 11 and 12 of Miscellaneous Maps in the Office of the County Recorder of said County.

EXCEPT THEREFROM, Units 1 to 26, inclusive, as shown and defined on the Condominium Plan, recorded April 16, 1981 in Book 14022, page 1944 of Official Records of said Orange County.

ALSO EXCEPTING all minerals, oil, gas, petroleum, other hydrocarbon substances and all underground water in or under or which may be produced from said lot which underlies a plane parallel to and 550 feet below the present surface of said lot, for the purpose of the exploration, development, production, extraction and taking of said minerals, oil, gas, petroleum, other hydrocarbon substances and water from said land by means of mines, wells, derricks and/or other equipment from surface locations on adjoining or neighboring land or lying outside of the above described lot, it being understood that the owner of such minerals, oil, gas, petroleum, other hydrocarbon substances and water, as set forth above, shall have no right to enter upon the surface or any portion thereof above said plane parallel to and 550 feet below the present surface of said lot for any purpose whatsoever.

PARCEL 2:

Unit 8, as shown on the above mentioned condominium plan.

PARCEL 3:

An exclusive easement appurtenant to said Unit 8 for use and occupancy for patio purposes over that area shown on said Condominium Plan as P-8.

(12565 Pinon Court #8, Garden Grove, California)

A. P. NO. 931-13-408

106730

BOOK 984 PAGE 1421

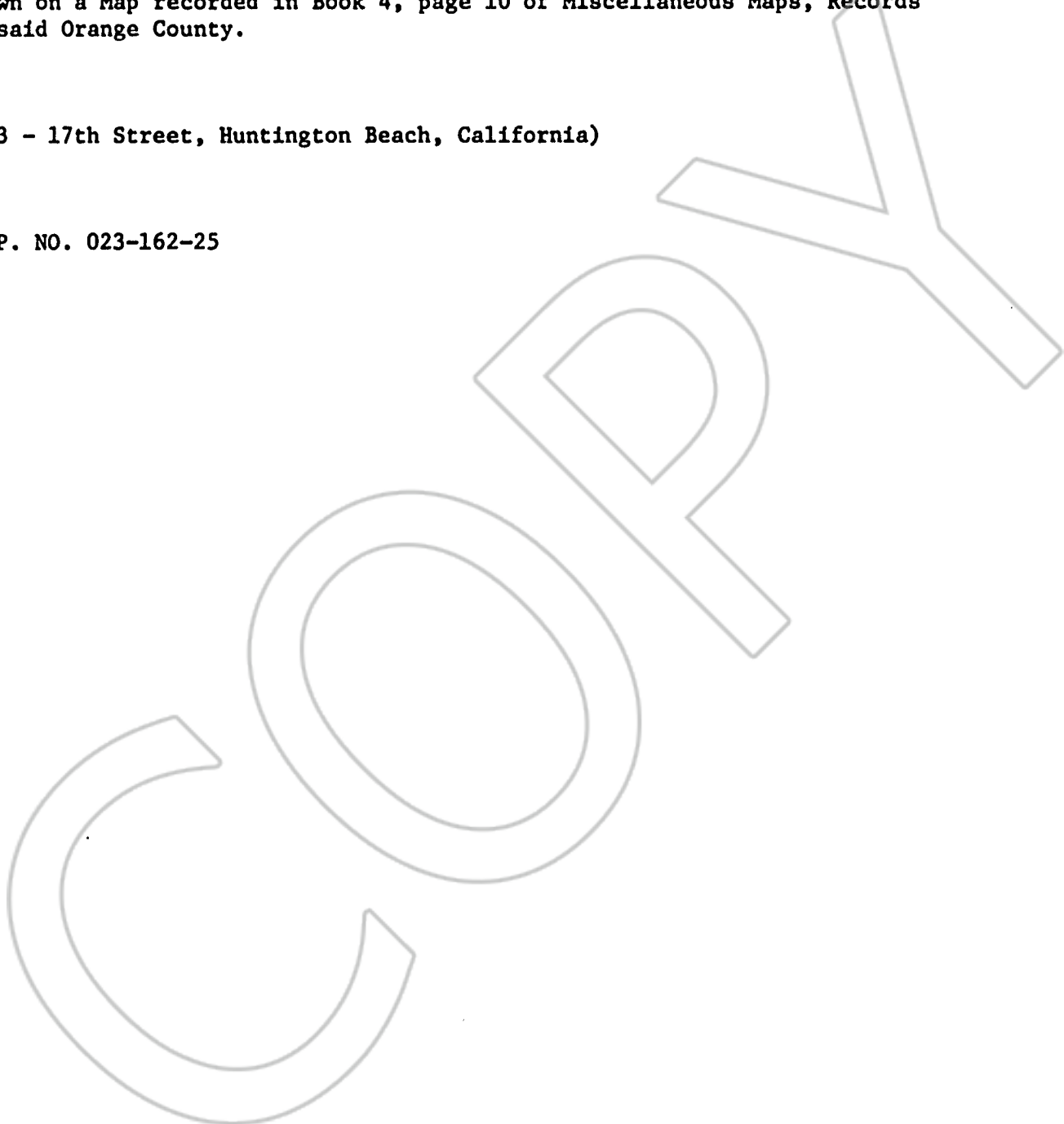
EXHIBIT "A"

That certain real property situated in the City of Huntington Beach, County of Orange, State of California, described as follows:

Lot 23, in Block 217 of the Huntington Beach Seventeenth Street Section, as shown on a Map recorded in Book 4, page 10 of Miscellaneous Maps, Records of said Orange County.

(223 - 17th Street, Huntington Beach, California)

A. P. NO. 023-162-25



106730

BOOK 984 PAGE 1422

EXHIBIT "A"

That certain real property situated in the City of Huntington Beach, County of Orange, State of California, described as follows:

Lot 13, in Block 611 of the Huntington Beach Seventeenth Street Section, as per Map, recorded in Book 4, page 10, Miscellaneous Maps in the Office of the County Recorder of said County.

EXCEPT FROM THAT PORTION (hereinafter called the "Sub-500 Portion") of said real property lying below a depth of five hundred (500) feet beneath the surface thereof, all oil, gas, asphaltum and other hydrocarbons and all other minerals, whether similar or dissimilar to those herein specified, and including all fissionable materials within or that may be produced or extracted or taken from the Sub-500 Portion of the said real property, which said oil, gas, asphaltum, hydrocarbons and materials shall be hereinafter collectively called the "Sub-500" Minerals", and

ALSO EXCEPT FROM THAT PORTION (hereinafter called the "Sub-200 Portion") of said real property lying below a depth of two hundred (200) feet beneath the surface thereof, the following:

(A) The sole and exclusive right, from time to time, to locate and to maintain subsurface portions of oil and gas wells in the "Sub-200 Portion" of said real property, and the right to drill for, produce, extract and take the "Sub-500" minerals from the "Sub-500 Portion" of said real property, and the right to exercise all of the rights and privileges necessary from such drilling, producing, extracting and taking; and

(B) The sole and exclusive right to use the "Sub-200 Portion" of said real property to conduct operations, from time to time, by methods now known or unknown, which, in the opinion of the Huntington Beach Company, are reasonable designed to benefit or facilitate the drilling for or production, extraction or taking of the "Sub-500" minerals from the "Sub-500 Portion" of said real property, or any minerals from other lands other than said real property (hereinafter called the "Other Lands"), together with the right to drill a well or wells or use any existing wells, in, into or through the "Sub-200 Portion" of said real property for the purpose of injecting into the "Sub-500 Portion" of said real property or into "Other Lands", oil, gas, air, water or other liquid or gaseous substances, including the right, from time to time, to ignite or otherwise activate any or all of such substances so injected, or any or all of the "Sub-500" minerals within the "Sub-500 Portion" of said real property, or any minerals from other lands;

(C) The sole and exclusive right, from time to time, to drill into and through the "Sub-200 Portion" of said real property from "Other Lands" by means of a well drilled from the surface of "Other Lands", together with the sole and exclusive right to repair, redrill, deepen, maintain, rework and operate such wells and produce any minerals from other lands by means of such well or wells, through the "Sub-200 Portion" of said real property; and,

(D) The sole and exclusive right, from time to time, to locate, operate and maintain subsurface portions of wells in, into or through the "Sub-200 Portions" of said real property, and the right, from time to time, to inject, store, pressurize and remove the "Sub-500" minerals or any minerals from other lands for the purpose of storing the same in the "Sub-500 Portion" of said real property or in "Other Lands", without the right of surface entry, as reserved by the Huntington Beach Company, a California corporation.

(613 - 11th Street, Huntington Beach, California)

(Orange County, Ca.)

A. P. NO. 024-014-23

106730

BOOK 984 PAGE 1423

EXHIBIT "A"

Lot 27 in Block 321 of HUNTINGTON BEACH 17TH STREET SECTION, as shown on a Map recorded in Book 4, Page 10 of Miscellaneous Maps, records of Orange County, California.

P/A: 327 21st Street
Huntington Beach, California
Orange County

APN 023-126-27

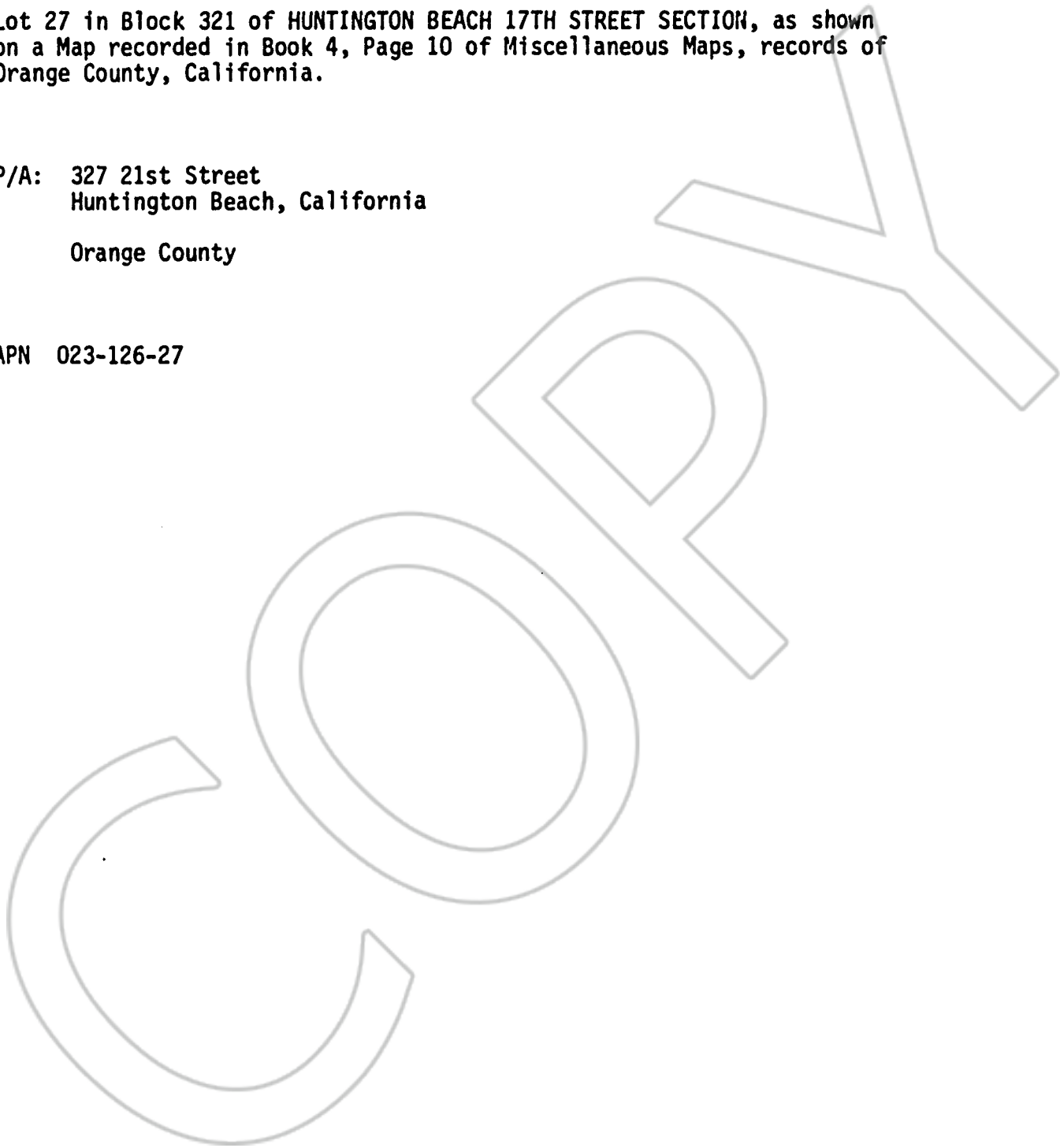


EXHIBIT "A"

Unincorporated Area

Beginning at the Southeast corner of the Southwest quarter of the Northwest quarter of Section 34, Township 12 North, Range 7 East, MDB&M., in the center of the County Road No. 48 and running thence East along the center of said County Road No. 48, 1334 feet to a granite monument buried at the intersection of County Road 48 with County Road No. 69; thence along the center of County Road No. 69 the following courses and distances: North 83°15' East 100.00 feet, thence North 65°15' East 157.1 feet; North 42°30' East 357.6 feet; North 14°20' East 617 feet, more or less to the East terminus of a line drawn parallel to and 941.29 feet North of the East-West centerline of said Section 34 and being the true point of beginning of the land described herein; thence West on said parallel line 1031.5 feet, more or less, to the center of Antelope Creek or Ravine in a generally Southwesterly direction to a point on the West terminus of a line drawn parallel to and 314.88 feet South of the North line of the herein described parcel, thence East along said parallel line 1043 feet, more or less, to the centerline of said County Road No. 69; thence following the said centerline Northerly 325 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM the house and lot approximately 1 acre, the lot portion of which was surveyed by Emerson L. Smith, surveyor:

A portion of the North half of Section 34, Township 12 North, Range 7 East, MDB&M., described as follows:

Beginning at a 1/2 inch iron bar from which the quarter corner on the West line of said Section 34 bears South 75°52'15" West 3217.09 feet, thence from the point of beginning, South 14°20' West 272.04 feet to a 1/2 inch iron bar; thence continuing South 14°20' West, 21 feet, more or less, to the South line of that parcel described in deed to William J. Ruehle, recorded in Book 954, at page 275, Official Records of Placer County; thence along said South line, Easterly 180 feet, more or less, to the centerline of the County Road; thence along said centerline North 14°20' East, 293 feet, more or less to a point that bears due East of the point of beginning; thence due West 20 feet more or less, to a 1/2 inch iron bar; thence continuing due West 159.92 feet to the point of beginning.

2340 Swetzer Rd;
Penryn (Placer Co.)

APN: 032-170-47

106730

BOOK 984 PAGE 1425

EXHIBIT "A"

LOT 6 OF JOHN C. BRADLEY'S SUBDIVISION, AS SHOWN BY MAP ON FILE IN BOOK 1
PAGE 48 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THE NORTH 50 FEET;

ALSO EXCEPTING THEREFROM ALL OIL, GAS, MINERALS, HYDROCARBONS AND OTHER SUB-
STANCES LYING IN OR UNDER OR THAT MAY BE PRODUCED FROM A DEPTH OF 500 FEET OR
MORE BELOW THE SURFACE OF THE REAL PROPERTY HEREAFTER DESCRIBED, BUT WITHOUT
THE RIGHT OF ENTRY UPON THE SURFACE OF SAID REAL PROPERTY FOR THE PURPOSE OF
MINING, DRILLING, EXPLORING OR EXTRACTING SUCH OIL, GAS, MINERALS, HYDROCAR-
BONS AND OTHER SUBSTANCES OR OTHER USE OR RIGHTS IN AND TO ANY PORTION OF THE
SURFACE THEREOF TO A DEPTH OF 500 FEET BELOW THE SURFACE THEREOF, BUT WITH THE
RIGHT TO DRILL INTO, LOCATE WELLS AND PRODUCE OIL, GAS, MINERALS, HYDROCARBONS
AND OTHER SUBSTANCES FROM ANY PORTION THEREOF WHICH LIES BELOW 500 FEET FROM
THE SURFACE THEREOF, AS CONVEYED TO FIRST PIONEER CO., A CALIFORNIA CORPORATION
BY DEED RECORDED NOVEMBER 10, 1982 AS INSTRUMENT NO. 195347 RECORDS OF RIVER-
SIDE COUNTY, CALIFORNIA.

189 S. San Jacinto
Riverside, California
(Riverside, County)

A. P. No.: 437-031-009

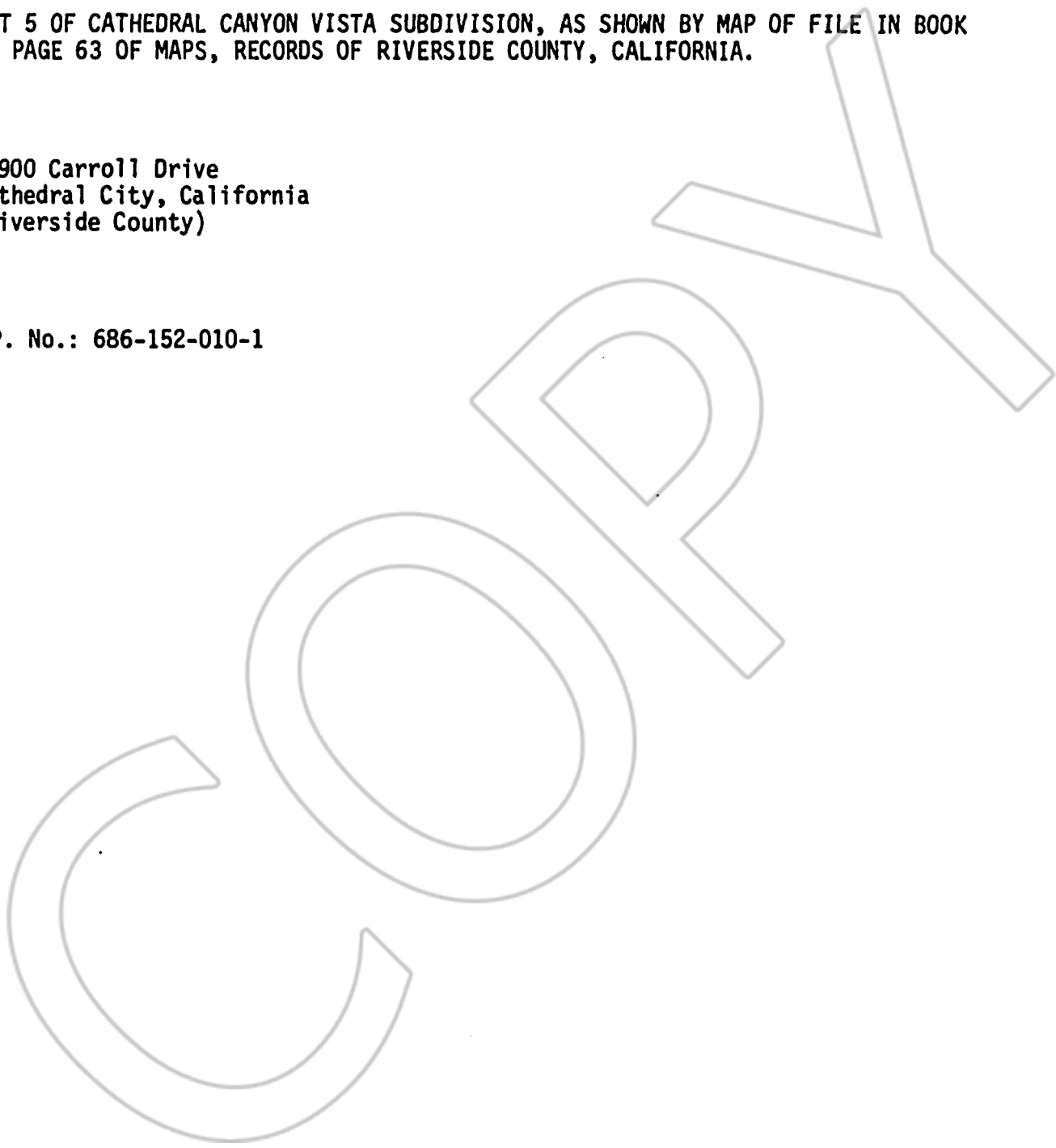
106730
BOOK 984 PAGE 1426

EXHIBIT "A"

LOT 5 OF CATHEDRAL CANYON VISTA SUBDIVISION, AS SHOWN BY MAP OF FILE IN BOOK
37 PAGE 63 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

67900 Carroll Drive
Cathedral City, California
(Riverside County)

A. P. No.: 686-152-010-1



106730

BOOK **984** PAGE **1427**

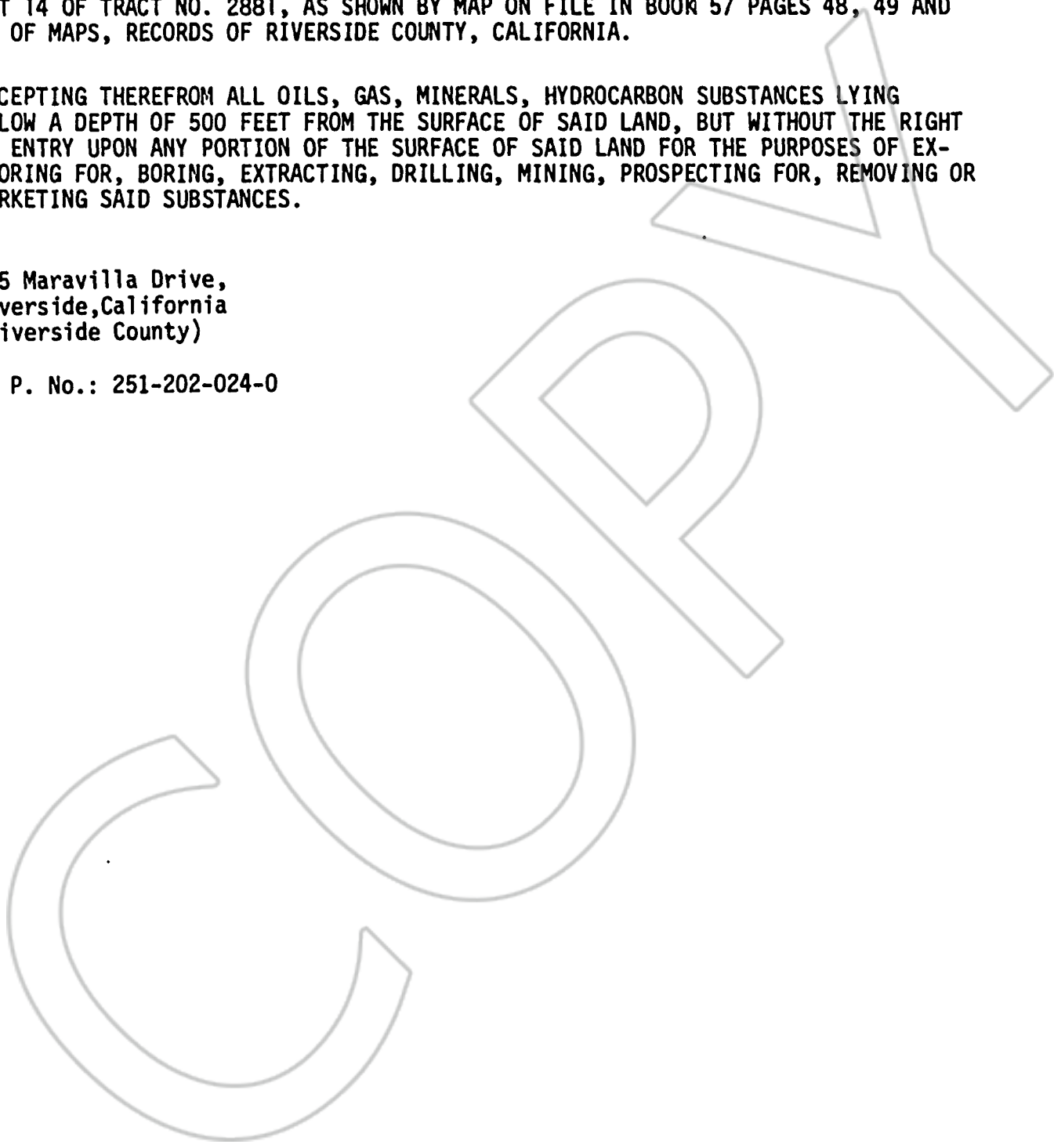
EXHIBIT "A"

LOT 14 OF TRACT NO. 2881, AS SHOWN BY MAP ON FILE IN BOOK 57 PAGES 48, 49 AND 50 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM ALL OILS, GAS, MINERALS, HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT WITHOUT THE RIGHT OF ENTRY UPON ANY PORTION OF THE SURFACE OF SAID LAND FOR THE PURPOSES OF EXPLORING FOR, BORING, EXTRACTING, DRILLING, MINING, PROSPECTING FOR, REMOVING OR MARKETING SAID SUBSTANCES.

365 Maravilla Drive,
Riverside, California
(Riverside County)

A. P. No.: 251-202-024-0



106730

BOOK 984 PAGE 1428

EXHIBIT "A"

Lots 41, 42, 44 through 92 inclusive, 94 through 97 inclusive, of Elk Grove Commons Unit No. 2, according to the official map thereof, filed in the office of the Recorder of Sacramento County, California, on February 20, 1981, in Book 145 of Maps, Map No. 5.

EXCEPTING THEREFROM (a) Fifty (50) percent of all minerals below a depth of 500 feet of the surface of said property; as reserved in the deed from Joseph Hospenthal and Frieda E. Hospenthal, his wife, as joint tenants, to Homer H. Gray and Elizabeth A. Gray, Trustees of the Homer H. Gray Family Revocable 1975 Trust, dated August 7, 1978, recorded August 9, 1978, in Book 7808-09 of Official Records, page 1483, and re-recorded August 21, 1978, in Book 7808-21 of Official Records, page 1450.

ALSO EXCEPTING THEREFROM (b) Fifty (50) percent of all minerals below a depth of 500 feet of the surface of said property; as reserved in the deed from Crown Point Developers, Inc., a California Corporation, to State Savings and Loan Association, a California corporation, dated December 29, 1980, recorded December 31, 1980, Book 8112-31 of Official Records, Page 956.

P/A: Elk Grove Commons
Sacramento County

106730

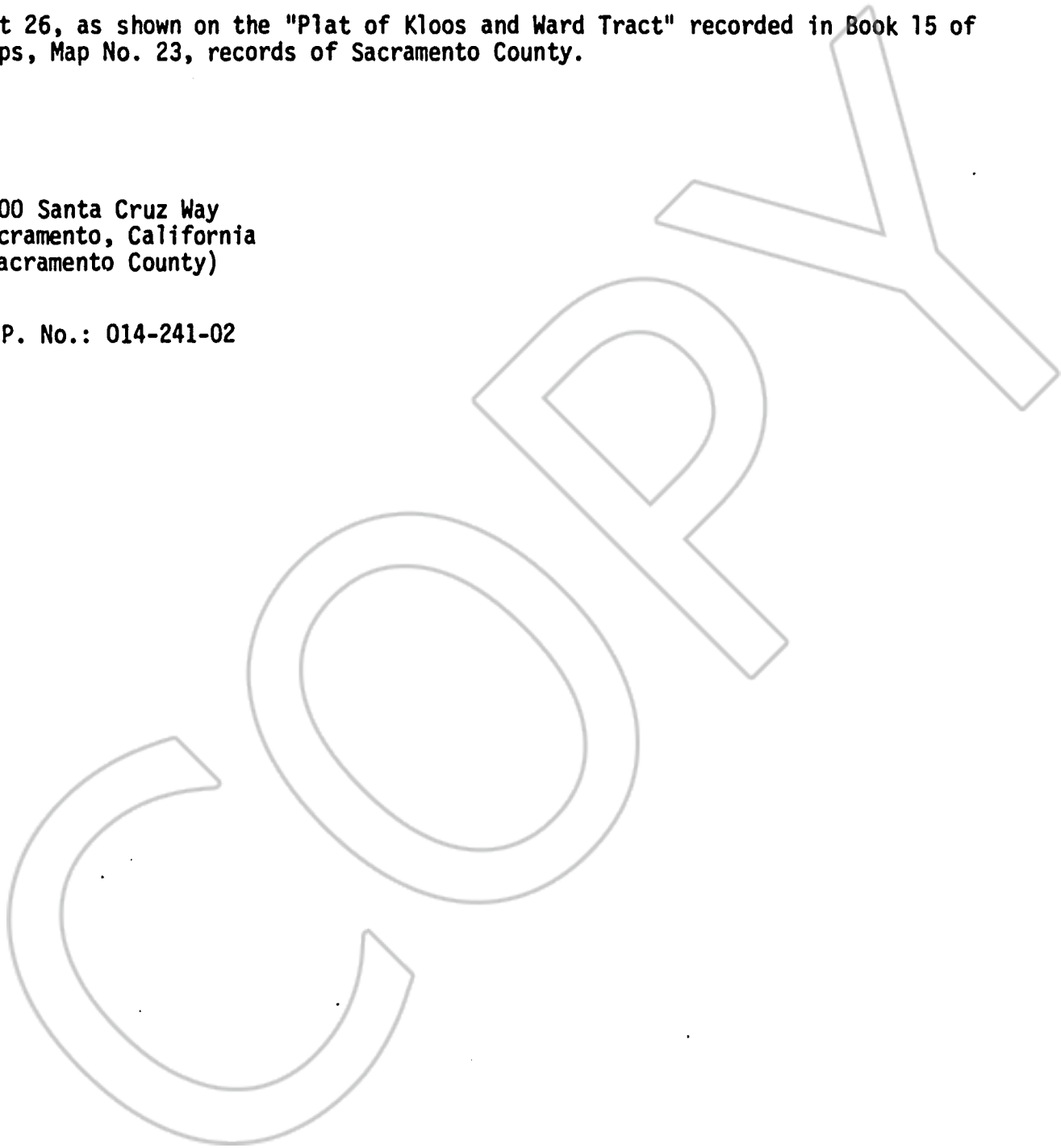
BOOK 984 PAGE 1429

EXHIBIT "A"

Lot 26, as shown on the "Plat of Kloos and Ward Tract" recorded in Book 15 of Maps, Map No. 23, records of Sacramento County.

3500 Santa Cruz Way
Sacramento, California
(Sacramento County)

A.P. No.: 014-241-02



106730

BOOK 984 PAGE 1430

"EXHIBIT A"

Lot 240, as shown on the official plat of "WILLOW CREEK ESTATES UNIT NO. 3", recorded in the office of the County Recorder of Sacramento County in Book 136 of Maps, Map No. 4.

111 Shelley Court
Folsom, CA.
(County of Sacramento)

APN #: 071-490-23

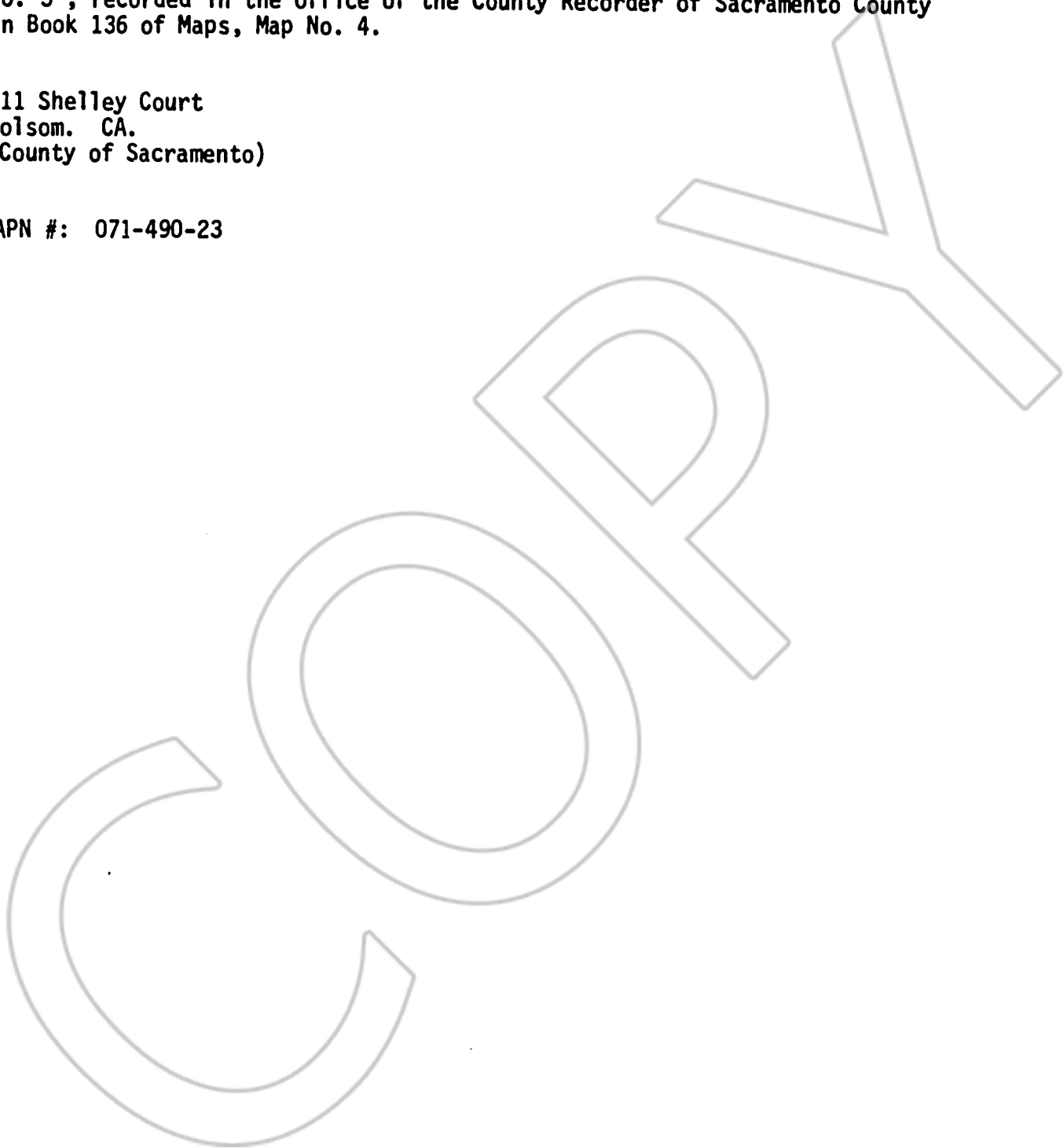
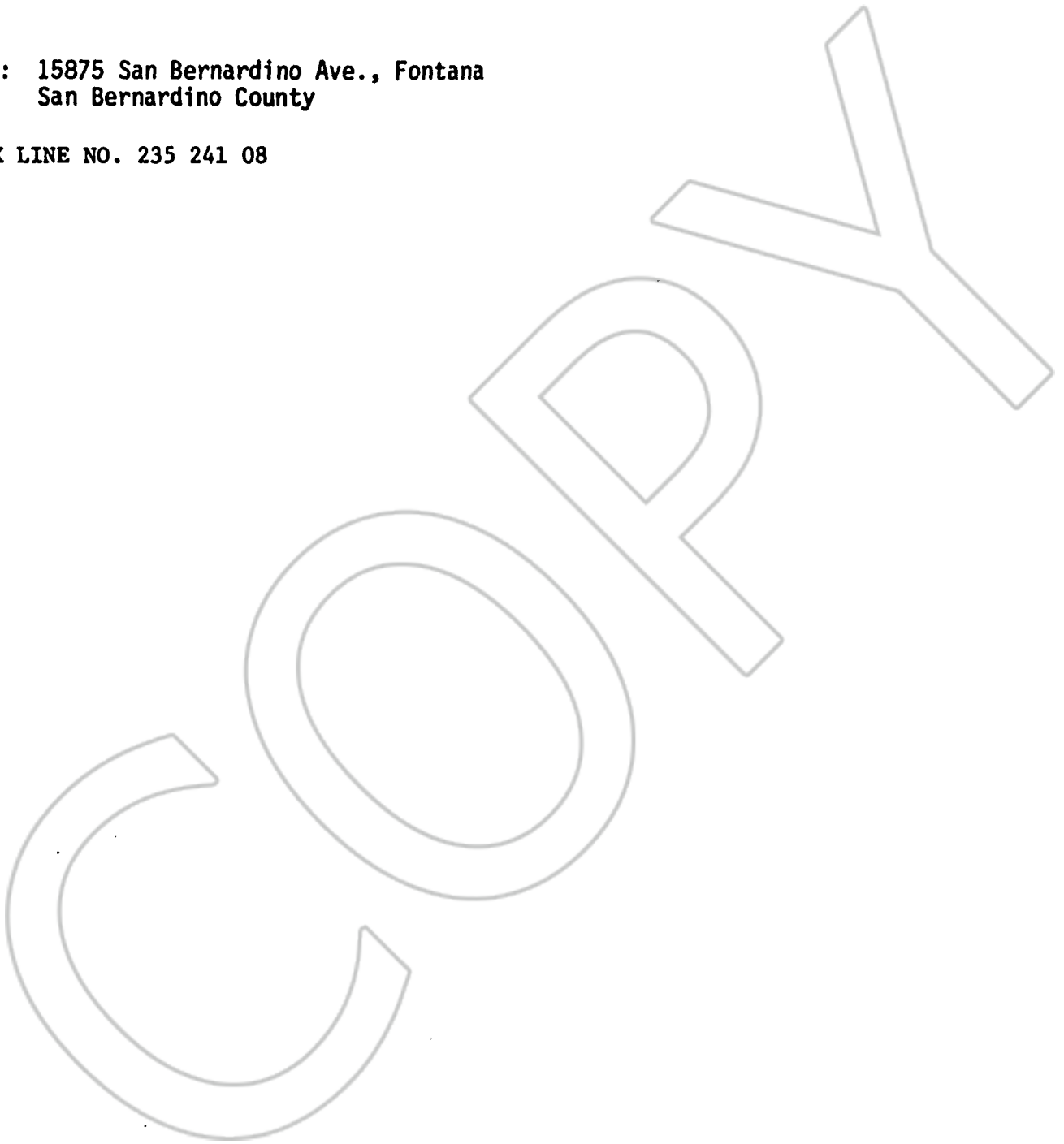


EXHIBIT "A"

**Lot 2, Tract No. 4014, in the County of San Bernardino, State of California,
as per plat recorded in Book 56 of Maps, Pages 81 and 82, records of said
County.**

**P/A: 15875 San Bernardino Ave., Fontana
San Bernardino County**

TAX LINE NO. 235 241 08



106730

BOOK 984 PAGE 1432

EXHIBIT "A"

Lot 34, Tract No. 9218, in the County of San Bernardino, State of California, as per plat recorded in Book 141 of Maps, Pages 37 to 39, inclusive, records of said county.

EXCEPTING THEREFROM all oil, gas, minerals, hydrocarbons and other substances lying in or under or that may be produced from a depth of 500 feet or more below the surface of the real property hereinafter described, but without the right of entry upon the surface of said real property for the purpose of mining, drilling, exploration or extracting such oil, gas, minerals, hydrocarbons and other substances or other use or rights in and to any portion of the surface thereof to a depth of 500 feet below the surface thereof, but with the right to drill into, locate wells and produce oil, gas, minerals, hydrocarbons and other substances from any portion thereof which lies below 500 feet from the surface thereof, said real property being described as deed to First Pioneer Co., a California Corporation, by deed recorded February 1, 1978, in Book 9359, Page 1148, Official Records of said County.

P/A: 15367 Feldspar Drive, Chino
San Bernardino County

TAX LINE NO. 1017-501-23

106730

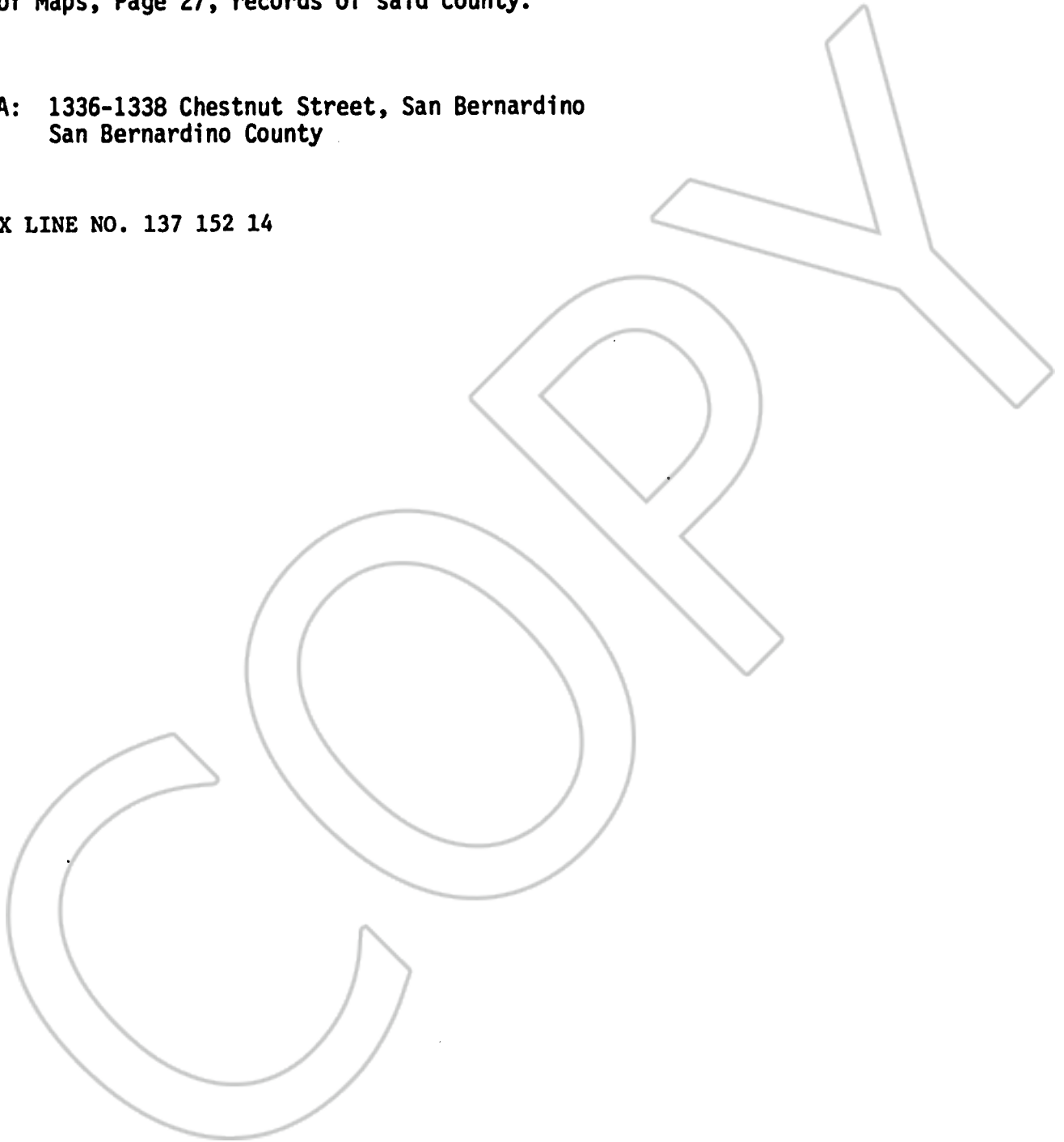
BOOK 984 PAGE 1433

EXHIBIT "A"

Lot 14, Block 7, Martin Tract, in the City of San Bernardino, County of San Bernardino, State of California, as per plat recorded in Book 3 of Maps, Page 27, records of said county.

**P/A: 1336-1338 Chestnut Street, San Bernardino
San Bernardino County**

TAX LINE NO. 137 152 14



106730

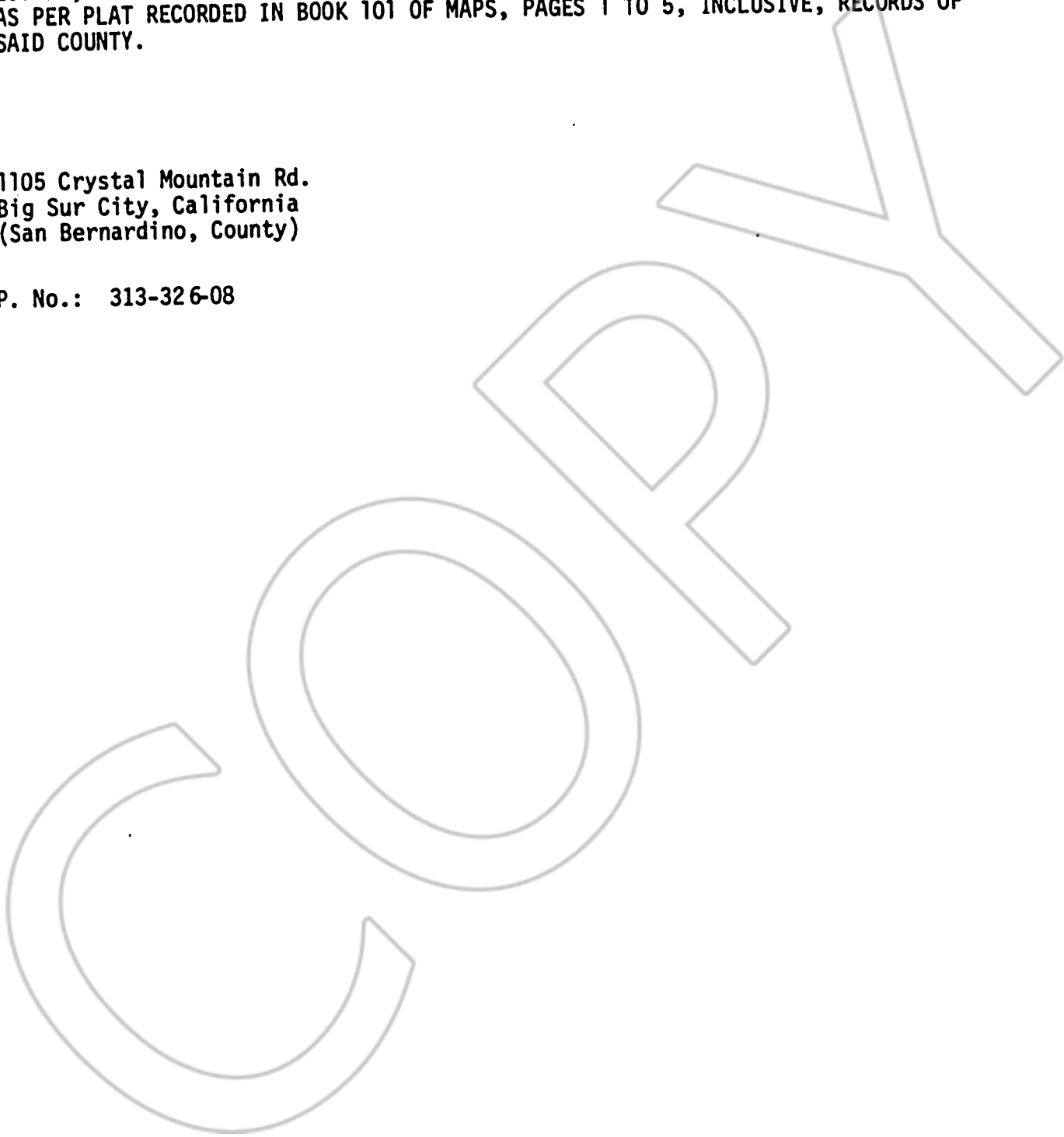
BOOK 984 PAGE 1434

EXHIBIT "A"

LOT 99, TRACT NO. 7894, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA,
AS PER PLAT RECORDED IN BOOK 101 OF MAPS, PAGES 1 TO 5, INCLUSIVE, RECORDS OF
SAID COUNTY.

1105 Crystal Mountain Rd.
Big Sur City, California
(San Bernardino, County)

A. P. No.: 313-326-08



106730
BOOK **984** PAGE **1435**

EXHIBIT "A"

PARCEL NO. 1:

UNIT NO. 45, CONSISTING OF CERTAIN AIRSPACE AND SURFACE ELEMENTS, AS SHOWN AND DESCRIBED IN THE CONDOMINIUM PLAN ("PLAN") FOR PHASE 2 OF FERN CREEK, WHICH PLAN WAS RECORDED ON JUNE 23, 1981, INSTRUMENT NO. 81-136867, OFFICIAL RECORDS OF SAID COUNTY.

PARCEL NO. 2:

UN UNDIVIDED 1/24TH SIMPLE INTEREST AS A TENANT IN COMMON IN AND TO ALL OF REAL PROPERTY, INCLUDING WITHOUT LIMITATION THE COMMON AREAS DEFINED IN THE DECLARATION REFERRED TO BELOW, IN LOT 3 OF TRACT 11258, AS SHOWN ON A SUB-DIVISION MAP FILED ON OCTOBER 3, 1980, IN BOOK 154 OF MAPS, PAGES 67 TO 68, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM UNITS NUMBER 32 THROUGH 55, INCLUSIVE, AS SHOWN ON THE PLAN.

RESERVING THEREFROM, FOR THE BENEFIT OF GRANTOR, ITS SUCCESSORS IN INTEREST AND OTHERS, EASEMENTS FOR ACCESS, INGRESS, EGRESS, ENCROACHMENT, SUPPORT, MAINTENANCE, DRAINAGE, USE, ENJOYMENT, REPAIRS, AND FOR OTHER PURPOSES, ALL AS SHOWN IN THE PLAN, AND AS DESCRIBED IN THE DECLARATION OF CONVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR FERN CREEK ("DECLARATION"), WHICH WAS RECORDED ON JUNE 9, 1981, INSTRUMENT NO. 81-126369, OFFICIAL RECORDS OF SAID COUNTY: AND THE NOTICE OF ADDITION OF TERRI- AND SUPPLEMENTAL DECLARATION OF RESTRICTIONS FOR PHASE 2 OF FERN CREEK ("NOTICE"), RECORDED ON JUNE 23, 1981, INSTRUMENT NO. 81-136868, OFFICIAL RECORDS OF SAID COUNTY.

FURTHER RESERVING THEREFROM, FOR THE BENEFIT OF THE UNIT OWNERS OF CONDOMINIUMS IN SAID LOT 3 OF TRACT 11258, EXCLUSIVE EASEMENTS APPURTENANT TO PARCELS NO. 1 AND NO. 2 DESCRIBED ABOVE, FOR USE AND OCCUPANCY FOR CARPORT PARKING, PATIO AND DECK PURPOSES DEFINED AS RESTRICTED COMMON AREAS IN THE DECLARATION.

PARCEL NO. 3:

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT, DRAINAGE, ENCROACHMENT, SUPPORT, MAINTENANCE, REPAIRS, AND FOR OTHER PURPOSES, ALL AS SHOWN IN THE PLAN, AND AS DESCRIBED IN THE DECLARATION.

PARCEL NO. 4:

EXCLUSIVE EASEMENTS, APPURTENANT TO PARCELS NO. 1 AND NO. 2 DESCRIBED ABOVE, FOR USE AND OCCUPANCY FOR PATIO AND DECK PURPOSES DEFINED AS RESTRICTED COMMON AREAS IN THE DECLARATION, OVER THOSE PORTIONS OF LOT 3 TRACT 11258, AS SHOWN AND ASSIGNED ON THE PLAN.

PARCEL NO. 5:

EXCLUSIVE EASEMENTS APPURTENANT TO PARCELS NO. 1 AND NO. 2 DESCRIBED ABOVE, FOR USE AND OCCUPANCY FOR CARPORT PARKING PURPOSES DEFINED AS RESTRICTED COMMON AREAS AND SHOWN IN THE DECLARATION, OVER THE FOLLOWING PORTIONS OF LOT 3 OF TRACT 11258: PARKING SPACE NO. 79, AS SHOWN ON EXHIBIT "E" TO THE DECLARATION.

320 W. Walnut St. #45, Ontario, Ca. -San Bernardino, County
A.P. No.: 1051-271-55

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BOOK 984 PAGE 1436

EXHIBIT "A"

LOT 30, TRACT NO. 3786, MOUNTAIN VIEW ACRES UNIT NO. 2, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 49 OF MAPS, PAGE 8 AND 9, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM 50% OF ALL OIL, GAS AND OTHER HYDROCARBONS AS RESERVED IN THE DEED FROM CHARLES E. SPAULDING, ET UX, RECORDED SEPTEMBER 18, 1951, IN BOOK 2824, PAGE 435, OFFICIAL RECORDS.

14240 Bonanza Road
Victorville, California
(Sna Bernadino County)

A. P. No.: 394-143-11

COPY

106730

BOOK 984 PAGE 1437

EXHIBIT "A"

LOT 10, TRACT NO. 2085, MAGNOLIA ACRES, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 30 OF MAPS, PAGE 25, RECORDS OF SAID COUNTY.

16720 San Jacinto
Fontana, California
(San Bernardino County)

A.P. No.: 241-061-08

COPY

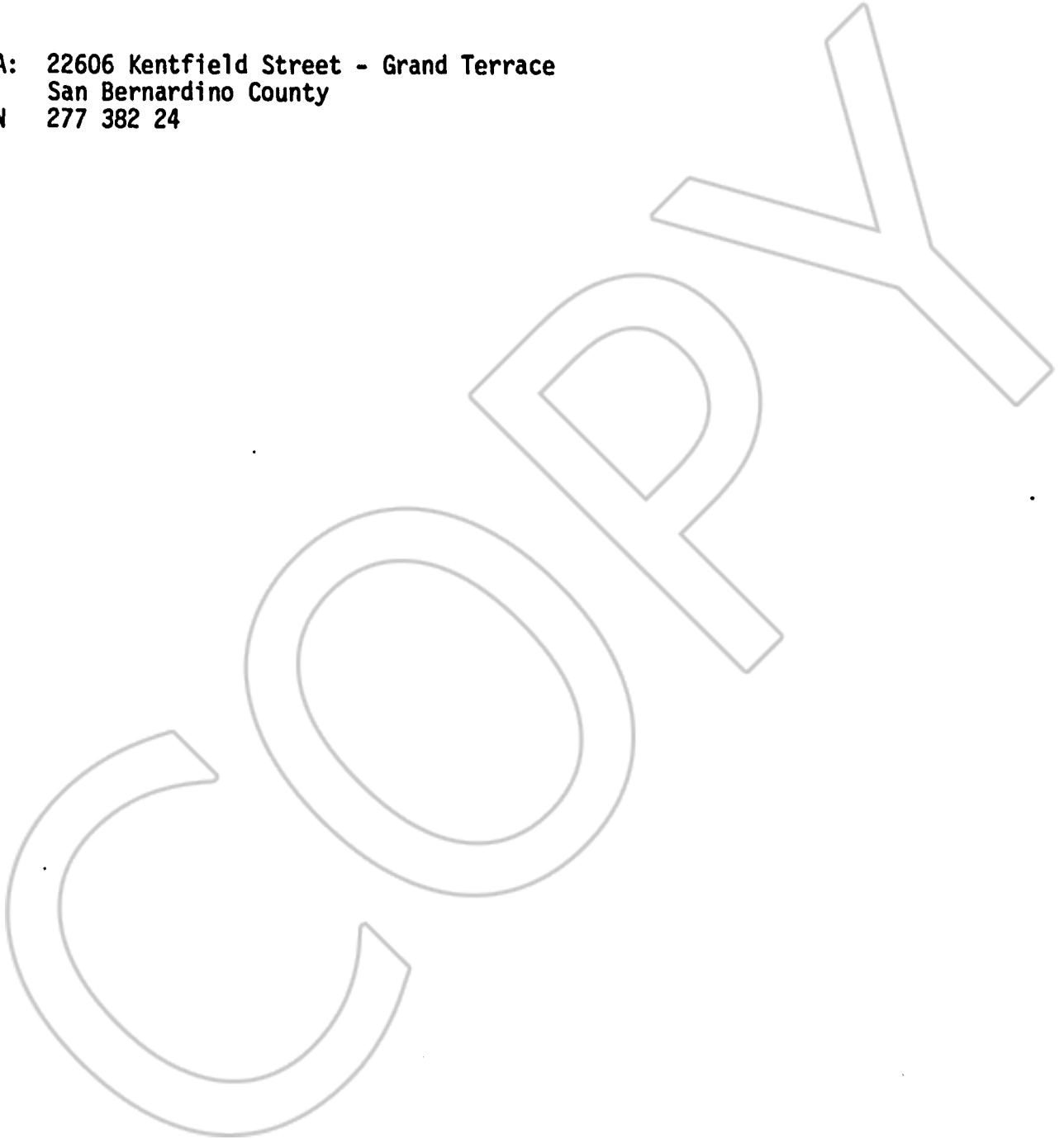
106730

BOOK 984 PAGE 1438

EXHIBIT "A"

Lot 12, Tract No. 9858, in the City of Grand Terrace, County of San Bernardino, State of California, as per plat recorded in Book 145 of Maps, Pages 92 and 93, records of said county.

P/A: 22606 Kentfield Street - Grand Terrace
San Bernardino County
APN 277 382 24



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BOOK 984 PAGE 1439

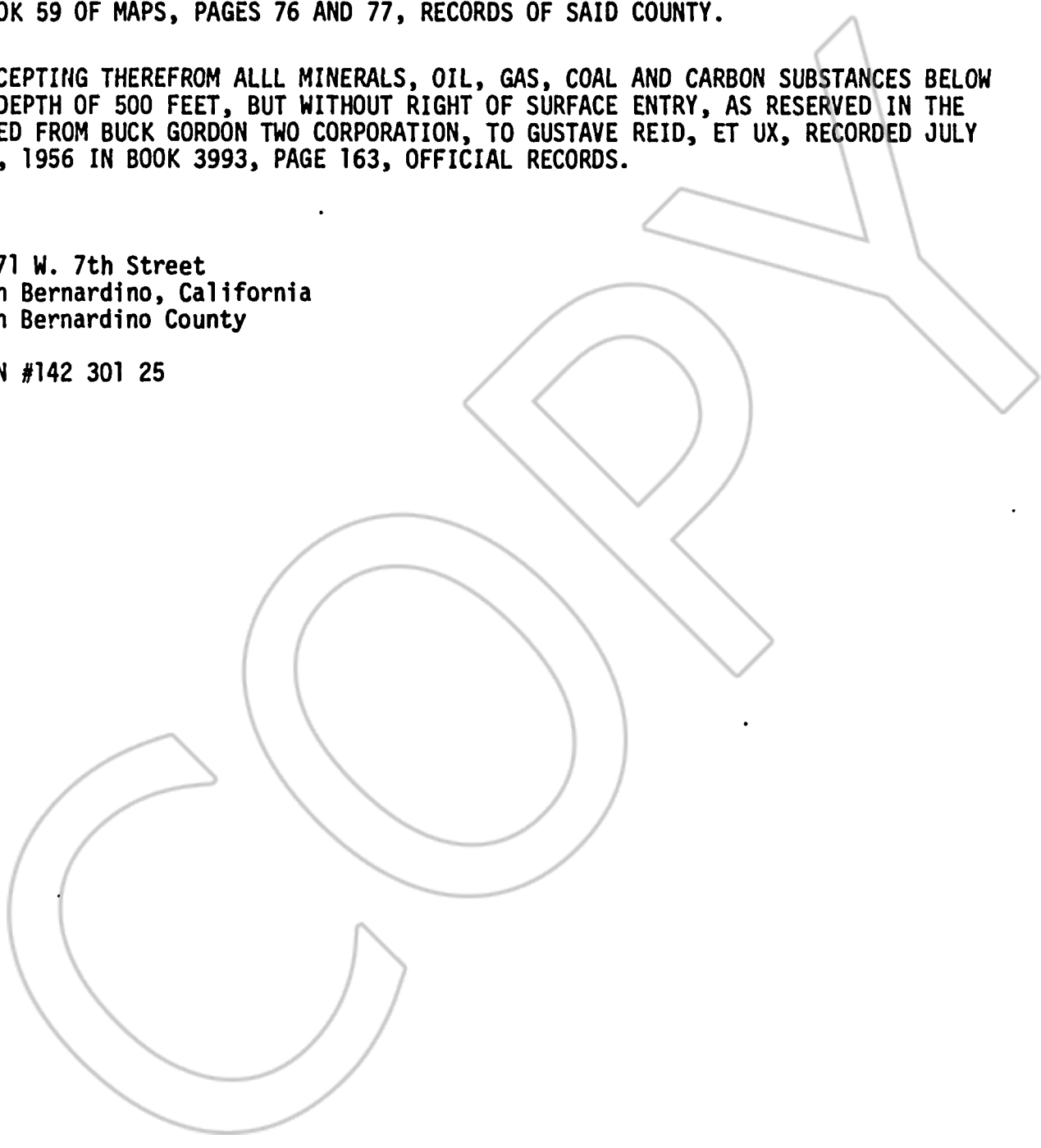
EXHIBIT "A"

LOT 24, TRACT NO. 4902, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 59 OF MAPS, PAGES 76 AND 77, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM ALL MINERALS, OIL, GAS, COAL AND CARBON SUBSTANCES BELOW A DEPTH OF 500 FEET, BUT WITHOUT RIGHT OF SURFACE ENTRY, AS RESERVED IN THE DEED FROM BUCK GORDON TWO CORPORATION, TO GUSTAVE REID, ET UX, RECORDED JULY 23, 1956 IN BOOK 3993, PAGE 163, OFFICIAL RECORDS.

2271 W. 7th Street
San Bernardino, California
San Bernardino County

APN #142 301 25



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BOOK 984 PAGE 1440

EXHIBIT "A"

PARCEL A:

Parcel 3 of Parcel Map No. 7058, in the County of San Diego, State of California as filed in the Office of said San Diego County Recorder on March 23, 1978 as File No. 78-115074 of Official Records, being also a portion of Parcel 2 of Parcel Map No. 5018, filed in the Office of said San Diego County Recorder on August 19, 1976 as File No. 76-269671 of Official Records, being also a portion of the Northwest Quarter of the Southwest Quarter and a portion of the Northeast Quarter of the Southwest Quarter of Section 33, Township 10 South, Range 1 West, San Bernardino Base and Meridian, in the County of San Diego, State of California.

PARCEL B:

An easement for ingress and egress for road and public utility purposes over, under, along and across those portions of Parcels 1 and 4 of Parcel Map 5018, designated as "Proposed 60 Foot Private Road and Utility Easement" as shown and delineated on said Parcel Map No. 5018.

PARCEL C:

An easement for ingress and egress for road and public utility purposes, over, under, along and across those portions of Parcels 1 and 4 of Parcel Map No. 7058, designated as "Proposed 30 Foot Private Road Easement", as shown and delineated on said Parcel Map No. 7058.

PARCEL D:

An easement for ingress and egress for road and public utility purposes over, under, along and across that portion of Parcel 1 of Parcel Map No. 7058, designated as "Proposed 40 Foot Private Road and Utility Easement" as shown and delineated on said Parcel Map No. 7058.

EXCEPTING all oil, gas, minerals, hydrocarbons and other substances lying in or under or that may be produced from a depth of 500 feet or more below the surface of the real property hereafter described, but without the right of entry upon the surface of said real property for the purpose of mining, drilling, exploring or extracting such oil, gas, minerals, hydrocarbons and other substances or other use or rights in and to any portion of the surface thereof to a depth of 500 feet below the surface thereof, but with the right to drill into, locate wells and produce oil, gas, minerals, hydrocarbons and other substances from any portion thereof which lies below 500 feet from the surface thereof.

15260 Villa Sierra Rd.
Valley Center
(San Diego)

APN #133-333-05

106730

BOOK 984 PAGE 1441

EXHIBIT "A"

PARCEL 1:

Suite 1 consisting of Air Spaces L-101 and T-101 as shown and described in the Condominium Plan recorded October 31, 1974 as File N. 74-289774 of Official Records, in the County of San Diego, State of California.

PARCEL 2:

An undivided 1/67th interest in and to the Common Area as the same are shown and described in the Plan.

A Condominium as the same is defined in Section 783 of the Civil Code for the term of years as set forth in that certain sublease created out of that certain Master Lease, dated November 22, 1961 executed by the City of Oceanside, a municipal corporation, Lessor and the Oceanside Small Craft Harbor District, Lessee, recorded May 6, 1964 as File NO. 81505 as amended and that certain lease dated September 13, 1972 by Oceanside Small Craft Harbor District as Lessor, and Oceanside Marina Towers, Inc., as Tenant, an abstract of which was recorded September 14, 1972 as File No. 246109 as amended by instruments recorded September 12, 1974 as File No. 74-246957; May 12, 1975 as File No. 75-11458; July 31, 1975 as File No. 75-201847; October 7, 1975 as File No. 75-275949; June 10, 1977 as File No. 77-229709 all of official records

1200 Harbor Drive #1-D
Oceanside (San Diego)

APN #: 760-080-23-01

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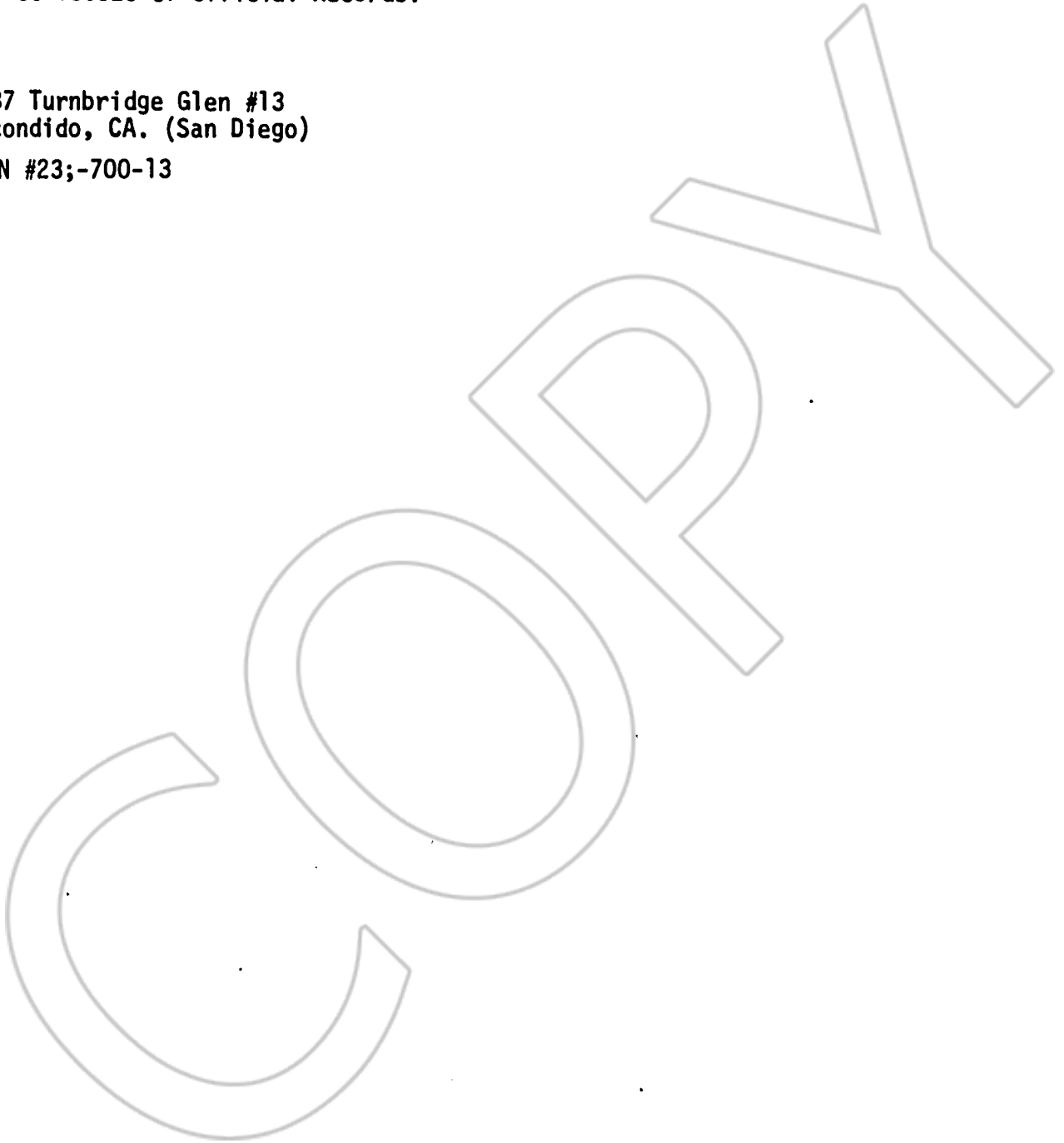
BOOK 984 PAGE 1442

EXHIBIT "A"

Lot 13 of Escondido Tract No. 375-A, in the City of Escondido, County of San Diego, State of California, according to Map thereof No. 9345, filed in the office of the County Recorder of San Diego County, August 30, 1979 and as amended by Certificate of Correction recorded June 11, 1980 as File No. 80-186525 of Official Records.

2487 Turnbridge Glen #13
Escondido, CA. (San Diego)

APN #23;-700-13



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BOOK 984 PAGE 1443

EXHIBIT "A"

PARCEL 1:

An undivided 1/103rd interest in and to Lot 1 of Del Mar Bluffs, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 9442, filed in the Office of the County Recorder of San Diego County, October 30, 1979.

EXCEPTING THEREFROM Living Units 101 through 131; 201 through 236 and 301 through 336 as shown on that certain Condominium Plan entitled "Del Mar Bluffs" recorded February 29, 1980 as File No. 80-071059 of Official Records and defined in the Declaration of Covenants, Conditions and Restrictions recorded February 29, 1980 as File No. 80-071060 of Official Records.

ALSO EXCEPTING AND RESERVING THEREFROM the exclusive right to use all balconies, covered parking spaces and garages as shown on said Condominium Plan.

PARCEL 2:

Unit 112 as shown on that certain Condominium Plan referred to in Parcel 1 above.

PARCEL 3:

The exclusive right to use the balcony if any, shown as being appurtenant to Parcel 2 as set forth on that certain Condominium Plan referred to in Parcel 1 above.

PARCEL 4:

The exclusive right to use Covered Parking Space No. -, or Garage No. - as shown on the Condominium Plan referred to in Parcel 1.

13754 Mango Drive #112
Del Mar
(San Diego)

APN #300-365-61-12

106730

BOOK 984 PAGE 1444

EXHIBIT "A"

PARCEL 1:

An undivided one-three hundred thirty-third (1/33rd) fee simple interest as a tenant in common in and to all of the real property, including without limitation the Common Areas defined in the Declaration referred to below, in Lot 1 of CAROUSEL ISLE, in the City of San Diego, County of San Diego, State of California, according to Map No. 10056, filed in the Office of the County Recorder of San Diego County, April 8, 1981.

EXCEPTING THEREFROM all Living Area Units, Balconies, Patios, Storage Spaces, Tandem Parking Spaces and Parking Spaces as shown on the Condominium Plan recorded December 4, 1981 as file No. 81-382510 of Official Records.

ALSO EXCEPTING THEREFROM all minerals, oil, gas, petroleum, other hydrocarbon substances and all underground water in or under or which may be produced from said Lot which underlies a plan parallel to and 550 feet below the present surface of said Lot for the purpose of prospecting for, the exploration, development, production, extraction and taking of said minerals, oil, gas, petroleum, other hydrocarbon substances and water from said Lot by means of mines, wells, derricks or other equipment from surface locations on adjoining or neighboring land or lying outside of the above described Lot, it being understood that the owner of such minerals, oil, gas, petroleum, other hydrocarbon substances and water, as set forth above, shall have no right to enter upon the surface of any portion thereof above said plane parallel to and 550 feet below the present surface of the said Lot for any purpose whatsoever.

PARCEL 2:

Living Area Unit LA-18, Balcony B-none, Patio P-18, Tandem Parking Space TPS-35 & 36, Parking space PS-none, Storage Space 42, as shown and described on the Condominium Plan recorded December 4, 1981 as File No. 81-382510 of Official Records of San Diego County, California.

PARCEL 3:

A nonexclusive easement for access, ingress, egress, use, enjoyment, drainage, encroachment, support, maintenance, repairs, and for other purposes appurtenant to Parcel 2 described herein thru the Common Area as the Common Area is set forth in the Declaration of Restrictions recorded December 4, 1981 as File No. 81-382511 of Official Records and any amendments thereto.

3050 Rue D'Orleans #217
San Diego (San Diego)
APN #441-090-39-18

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BOOK 984 PAGE 1445

EXHIBIT "A"

PARCEL 1A:

All those portions of Lot 1 in Block 32 and of Lot 4 in Block 36 of the Subdivision of the "S" Tract of RANCHO EL CAJON, according to Map thereof recorded in Book 170, page 71 of Deeds, records of San Diego County; together with a portion of the unnamed street (formerly Snyder Street) lying between said Blocks as vacated and closed to public use by order of the Board of Supervisors of San Diego County, recorded January 16, 1953 in Book 4718, page 552 of Official Records, all being in the County of San Diego, State of California, and described as a whole as follows:

Commencing at the intersection of the center line of County Road Survey No. 413-A, revised (now known as Greenfield Drive) with the center line of County Road Survey No. 897 (now known as Sycamore Lane) as shown on the Plat of said Road Survey No. 413-A, revised, on file in the Office of County Surveyor of San Diego County; thence along the center line of said Road Survey No. 897, South $22^{\circ}16'10''$ West (record South $22^{\circ}13'15''$ West) 34.04 feet to an intersection with the Southwesterly line of said Road Survey No. 413-A, revised, being a point on the arc of a 530.00 foot radius curve, concave Northeasterly, a radial line of said curve bears South $49^{\circ}34'17''$ West to said point; thence continuing along the center line of said Road Survey No. 897 as follows:

Continuing South $22^{\circ}16'10''$ West 319.23 feet to the beginning of a tangent 1000.0 foot radius curve, concave Southeasterly; and Southwesterly along the arc of said curve through a central angle of $06^{\circ}59'31''$ a distance of 122.03 feet; thence along a radial line of said curve South $74^{\circ}43'21''$ East, 33.00 feet to the most Westerly corner of land described in deed to Fred J. H. Rickon, et ux, recorded March 15, 1954 in Book 5171, page 442 of Official Records, being a point on the Southwesterly line of said Lot 1 in Block 32; thence along the Southwesterly line of said Rickon's land South $41^{\circ}35'00''$ East, 127.00 feet; thence North $22^{\circ}23'27''$ East 268.17 feet; thence South $51^{\circ}12'13''$ East, 119.00 feet to a point herein designated as Point "X"; thence North $35^{\circ}38'19''$ East 153.09 feet to the beginning of a tangent 20.00 foot radius curve, concave Westerly; thence Northerly along the arc of said curve through a central angle of $89^{\circ}45'19''$ a distance of 31.33 feet to the Point of Tangency in the Southwesterly line of said Road Survey No. 413-A, revised; thence along said Southwesterly line South $54^{\circ}07'00''$ East (record South $54^{\circ}10'45''$ East) 100.09 feet to the Point of Cusp with a 20.00 foot radius curve, concave Southerly being the TRUE POINT OF BEGINNING; thence Westerly and Southwesterly along the arc of said curve through a central angle of $90^{\circ}14'41''$ a distance of 31.50 feet; thence tangent to said curve South $35^{\circ}18'19''$ West 152.66 feet; thence South $41^{\circ}35'00''$ East, 154.16 feet to an intersection with the Southeasterly line of said Rickon's land; thence along said Southeasterly line North $48^{\circ}25'00''$ East 182.22 feet to the most Easterly corner of said land being a point on the Southwesterly boundary of said Road Survey No. 413-A, revised; thence along said

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BOOK 984 PAGE 146

Southwesterly boundary as follows: North 41°35'00" West (record North 41°36'45" West) 29.07 feet to an angle point therein opposite Engineer's Station 24 plus 18.77 on the center line of said Road Survey No. 413-A, revised; North 36°46'00" West, 36.25 feet to the beginning of a tangent 470.00 foot radius curve, therein being a point opposite Engineer's Station E.C. 23 plus 89.66 on said center line; Northwesterly along the arc of said curve through a central angle of 12°32'00" a distance of 102.81 feet (record 12°34' 109.66 feet) to the end of said curve; and tangent to said curve North 54°07'00" West (record North 54°10'45" West) 5.71 feet to the TRUE POINT OF BEGINNING.

Excepting therefrom that portion lying Southeasterly of a line described as follows:

Commencing at the most Southerly corner of the above described proeprty; thence along the Southwesterly line of said property North 41°35'00" West 57.00 feet to the TRUE POINT OF BEGINNING; thence North 32°53'14" East 190.26 feet to an intersection with the Southwesterly boundary of said Road Survey No. 413-A, revised.

PARCEL 1B:

An easement for ingress and egress for road and public utility purposes over, under, along and across those portions of Lot 1 in Block 32 of Lot 4 in Block 36 of the Suvdivision of the "S" Tract of RANCHO EL CAJON, according to Map thereof recorded in Book 170, page 71 of Deeds, Records of San Diego County; together with a portion of the unnamed street (formerly Snyder Street) lying between said Blocks as vacated and closed to public use by order of the Board of Supervisors of San Diego County, recorded January 16, 1953 in Book 4718, page 552 of Official Records, all being in the County of San Diego, State of California, described as a whole as follows:

Beginning at said Point "X" hereinabove designated in Parcel 1; thence North 35°38'19" East 153.09 feet to the beginning of a tangent 20.00 foot radius curve, concave Westerly; thence Northerly along the arc of said curve through a central angle of 89°45'19" a distance of 31.33 feet to the Point of Tangency in the Southwesterly line of said Road Survey No. 413-A, revised; thence along said Southwesterly line South 54°07'00" East (record South 54°10'45" East) 100.09 feet to the Point of Cusp with a 20.00 foot radius curve, concave Southerly; thence Westerly and Southwesterly along the arc of said curve through a central angle of 90°14'41" a distance of 31.50 feet; thence tangent to said curve South 35°18'19" West 152.66 feet; thence Northwesterly in a straight line to the Point of Beginning.

Excepting therefrom all that portion of Lot 3 in Block 36 of said Subdivision of the "S" Tract of RANCHO EL CAJON.

1891 Greenview
El Cajon (San Diego)

APN #507-410-58

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BOOK 984 PAGE 1447

EXHIBIT "A"

**Lot 7, of OLIVE GROVE, in the County of San Diego, State of California,
according to Map thereof No. 4957, filed in the office of County Recorder
of San Diego County on April 25, 1962.**

**P/A: 11735 Altoona Drive
San Diego County**

APN 498-240-07

COPY

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BOOK 984 PAGE 1448**

EXHIBIT "A"

Lot 350 of San Diego County Estates No. 2, in the County of San Diego, State of California, according to Map No. 7519, filed in the Office of the County Recorder of said County on January 4, 1973.

EXCEPTING THEREFROM all oil, gas and other hydrocarbon substances, and minerals, including rights incidental to such ownership, now or at any time hereafter situated in and under the herein described land and lying below a depth of 500 feet measured from the surface of said land, but without any right to enter upon the surface for extraction or removal of such oil, gas, other hydrocarbon substances or minerals, and without any right to penetrate or to pass through the 500 foot space immediately below said surface for purposes of such extraction or removal, as granted to Magnolia Land Company, a California corporation, by Deed recorded July 26, 1971 as File NO. 162681 of Official Records.

23842 Oak Meadow Dr.
Ramona (San Diego)

APN #288-402-22
APN #831-015-43

COPY

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BOOK 984 PAGE 1449

EXHIBIT "A"

Lot 43, TRACT NO. 1385, GRANADA GLEN OF LINDEN, filed for record April 14, 1981 in Vol. 26, page 12, San Joaquin County Records.

4656 Granada Glen
Linden, California
(San Joaquin County)

A. P. No.: 091-190-23

COPY

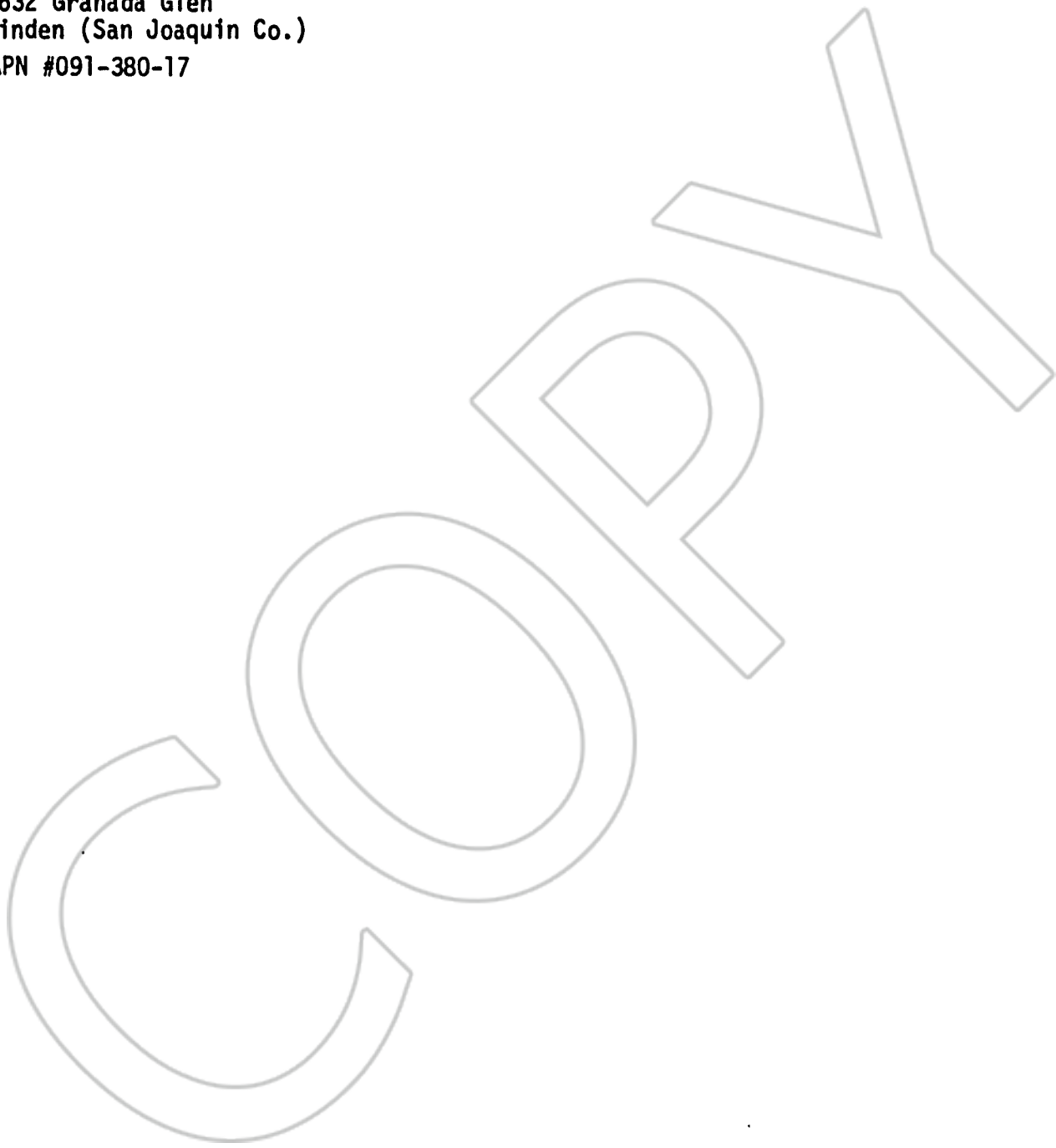
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BOOK **984** PAGE **1450**

EXHIBIT "A"

Lot 42 Tract No. 1385 Amended, Granada Glen of Linden, filed for record on April 14, 1981 in Book of Official Records, Vol. 26, Page 12, San Joaquin County Records.

**4632 Granada Glen
Linden (San Joaquin Co.)
APN #091-380-17**



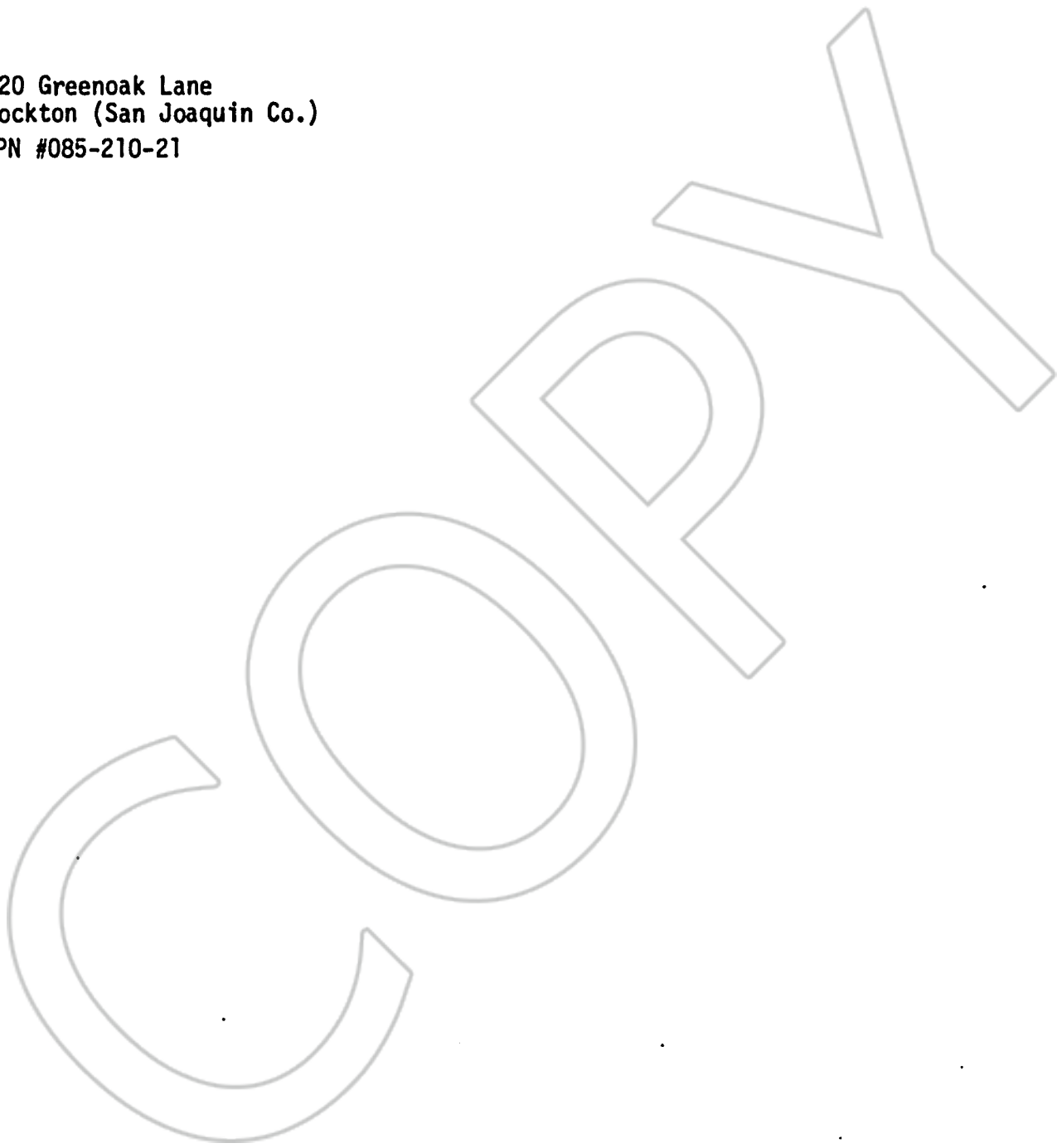
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BOOK 984 PAGE 1451

EXHIBIT "A"

Lot 2 of Tract No. 1232 Greenwood Estates, according to the Official Map thereof filed for record in Book of Maps, Vol. 22, Page 72, San Joaquin County Records.

4620 Greenoak Lane
Stockton (San Joaquin Co.)
APN #085-210-21



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BOOK **984** PAGE **1452**

D E S C R I P T I O N

That certain real property situated in the State of California, County of San Joaquin, City of Lodi, described as follows:

A. UNIT NO. 83, as set forth on the Condominium Plan of CAMBRIDGE PLACE II, attached as Exhibit "B" to CAMBRIDGE PLACE CONDOMINIUM Restrictions recorded on June 25, 1981, Recorder's Instrument No. 81041076, San Joaquin County Records, CAMBRIDGE PLACE CONDOMINIUM is a condominium development of and located on Lot 2 as shown on the Map entitled TRACT NO. 1633 CAMBRIDGE PLACE (hereinafter referred to as the Map), filed for record in Book of Maps and Plats, Vol. 25, page 48, San Joaquin County Records.

B. An undivided 1/56 interest in the common area as defined in said Declaration for the creation and maintenance of Cambridge Place Condominium project and as shown on said Condominium Plan, being all of said Lot No. 2, except therefrom Condominium Units 1-56 inclusive, and subject to exclusive easements for patio and/or balcony and parking spaces as set forth on said Condominium Plan.

C. An appurtenant exclusive easement to the patio and/or balcony areas and adjacent to the above unit as shown on said Condominium Plan. An exclusive right to the garage parking space G-83, designated and set forth in "A" above on said Condominium Plan.

TOGETHER WITH a temporary non-exclusive right of ingress and egress, on and over all those portions of lot 1 as shown on the Map that lies within a 25 foot wide non-exclusive access easement, as reserved in Deed recorded October 20, 1980, Recorder's Instrument No. 80070186 and by other Deeds of Record.

RESERVING a non-exclusive right of ingress and egress, appurtenant to Lot 3, as shown on the Map, on and over all those portions of Lot 2 as shown on the Map, that lie within a 25 foot wide non-exclusive access easement having a centerline described as follows:

COMMENCING at the Southwest corner of said Lot 1; thence North 86° 45' 30" East 55.00 feet along the South line thereof to a point on said centerline and the true point of beginning; thence along said centerline (1) North 03° 14' 30" West 22.50 feet (2) North 30° 37' 30" West 184.00 feet 26.83 feet (3) North 00° 37' 30" West 184.00 feet (4) North 30° 37' 30" West, 31.00 feet (5) North 00° 37' 30" West 473.75 feet (6) North 29° 22' 30" East 31.00 feet (7) North 00° 37' 30" West 72.00 feet (8) North 86° 32' East 290.86 feet (9) South 00° 37' 30" East 785.90 feet (10) South 29° 22' 30" West 29.69 feet and South 03° 14' 30" East 20.00 feet to a point on the South line of said Lot 1, said point bearing South 86° 45' 30" West 55.00 feet from the Southeast corner thereof, said South line being the line of termination of said easement.

The non-exclusive right of ingress and egress reserved above shall terminate when there is filed for record a Declaration of Annexation making such Lot 3 subject to the Restrictions, after which time all access rights to Lot 1 appurtenant to Lot 3 shall be governed by the Restrictions.

RESERVING THEREFROM all oil, gas, minerals and other hydrocarbon substances lying below the surface of said land below a depth of 500 feet without the right of surface entry, as reserved in Deed to Matthews Development Company, recorded June 27, 1980, Recorder's Instrument No. 80041706.

(445 E. Almond Drive #83, Lodi, Ca.)

A. P. NO. 057-660-14

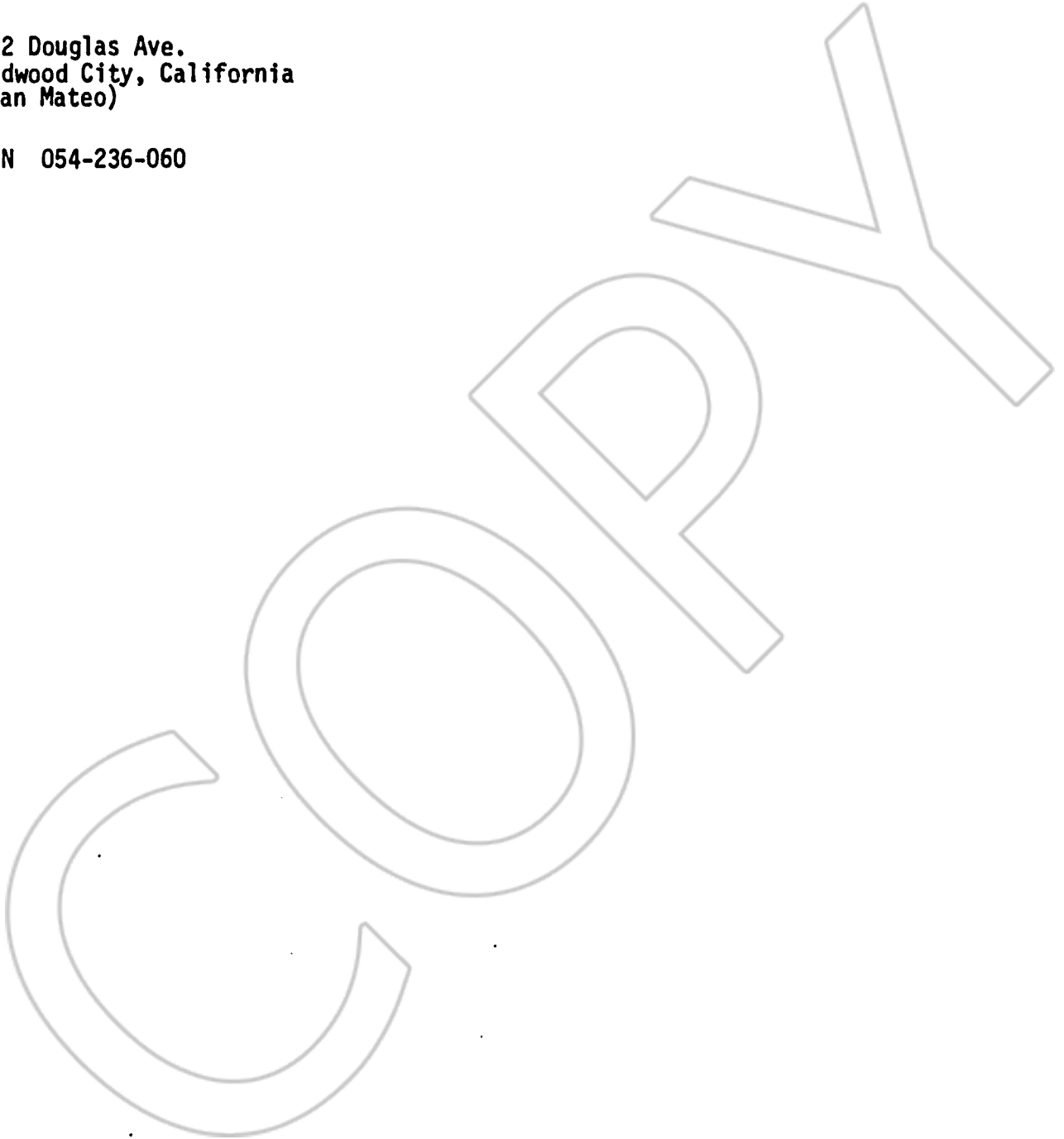
106730
BOOK 984 PAGE 1453

EXHIBIT "A"

Lot 9 in Block 2, as shown on that certain map entitled "Plat of Dumbarton" filed in the office of the County Recorder of San Mateo County, State of California, on September 28, 1907 in Book 5 of Maps at Page 32.

632 Douglas Ave.
Redwood City, California
(San Mateo)

APN 054-236-060



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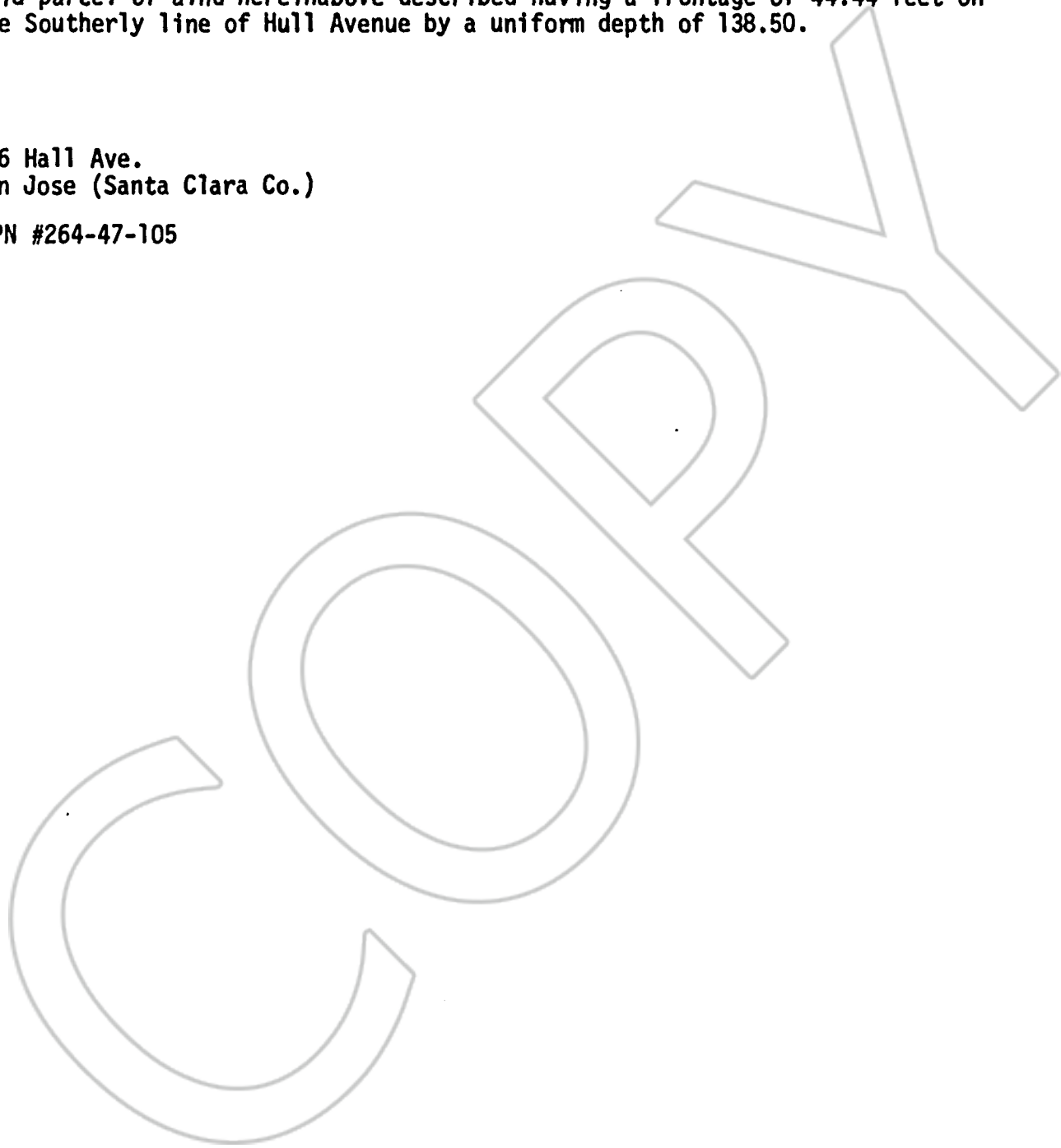
BOOK 984 PAGE 1454

EXHIBIT "A"

The Easterly 22.22 feet of Lot 26 and the Westerly 22.22 feet of Lot 25 front and rear measurements in Block 4 of the Barrett and Mack Subdivision of Lots 23 and 24 of the Odd Fellows Savings Bank Tract, a Map of which was filed for record in the Office of the Recorder of the County of Santa Clara, State of California, on November 10, 1906 in Volume "L" of Maps, Page 49. Said parcel of land hereinabove described having a frontage of 44.44 feet on the Southerly line of Hull Avenue by a uniform depth of 138.50.

376 Hall Ave.
San Jose (Santa Clara Co.)

APN #264-47-105



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BOOK 984 PAGE 1455

EXHIBIT "A"

Beginning at the Northwesterly common corner for Lots 10 and 11 in Block 2, as said Lots and Block are shown upon the map hereinafter referred to; running thence along the Northwesterly line of said Lot 10 in Block 2 and along the Northwesterly line of Lot 9 in said Block 2 N. 45°49'45" E. 48.5 feet; thence leaving said line and running parallel to the line dividing said Lots 9 and 10 in Block 2 S. 43°54'15" E. 72.00 feet to a point in the Northwesterly line of Hedding Street, as same now (1965) exists; running thence along the Northwesterly line of Hedding Street S. 45°49'45" W. 48.00 feet to the point of intersection thereof with the dividing line between said Lots 10 and 11 in Block 2; running thence along said last named line N. 43°54'15" W. 72.00 feet to the point of beginning, and being a portion of Lots 9 and 10 in Block 2, as shown upon the map of Burrell's re-subdivision of Block 3 and part of Block 2 of Burrell Park, filed for record March 5, 1924 in Book S of Maps, Page 5, Santa Clara County Records.

1513 W. Hedding Street
San Jose (Santa Clara)

APN 274-06-107

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BOOK 984 PAGE 1456

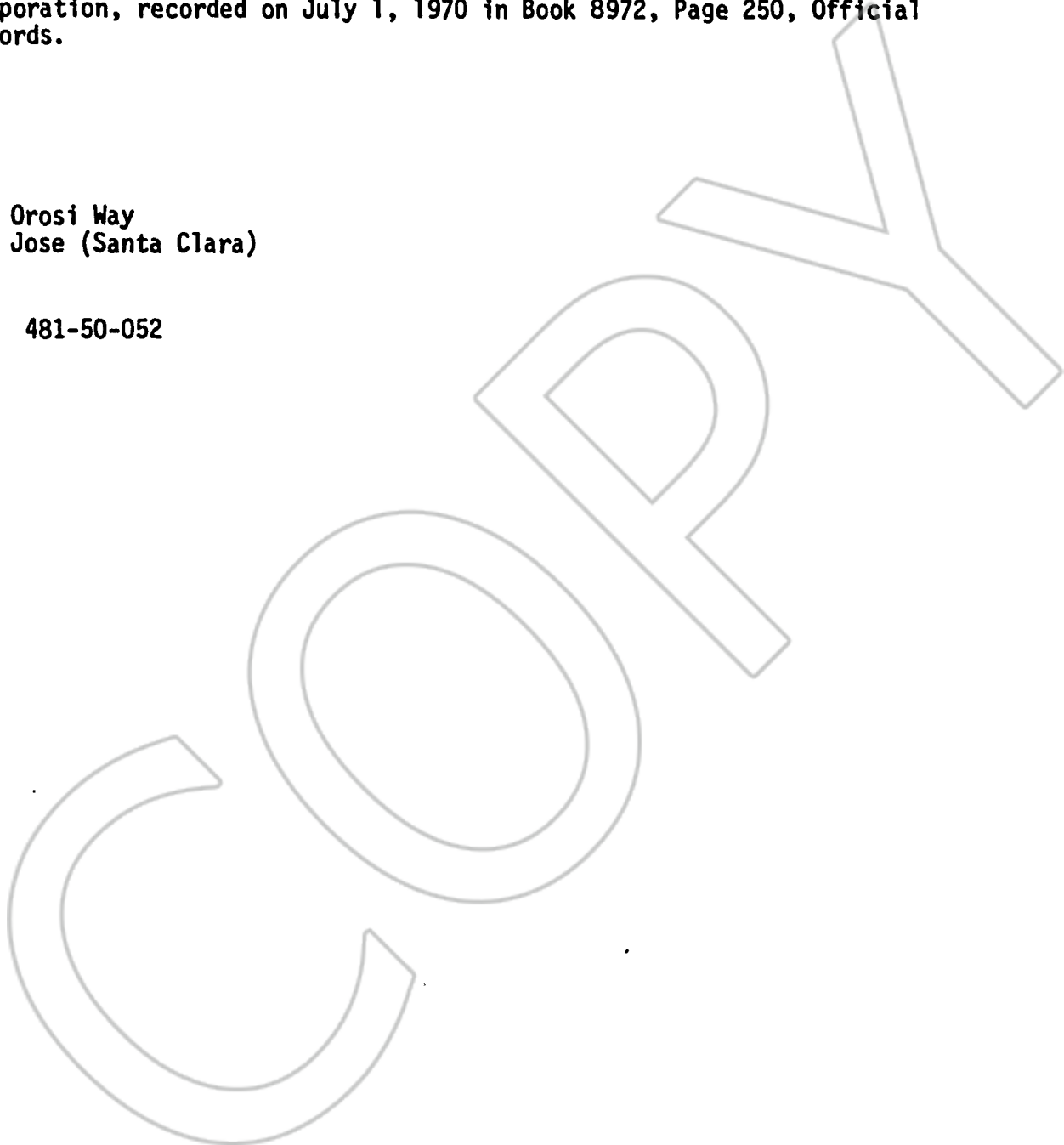
EXHIBIT "A"

Lot 72, as shown on that certain map entitled, "Tract No. 4883" which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California on May 7, 1970 in Book 267 of Maps, at Pages 53 and 54.

EXCEPTING therefrom the underground water or rights thereto with no rights of surface entry, as granted to San Jose Water Works, a California corporation, recorded on July 1, 1970 in Book 8972, Page 250, Official Records.

267 Orosi Way
San Jose (Santa Clara)

APN 481-50-052



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BOOK 984 PAGE 1457

EXHIBIT "A"

Lot 86, as shown upon that certain map entitled, "Tract No. 4577 Sunrise West Unit No. 2", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on June 16, 1969 in Book 255 of Maps, at Pages 17 and 18.

EXCEPTING THEREFROM the underground water rights, as granted by Standard-Pacific Corp., to San Jose Water Works, a California corporation, by Deed dated August 18, 1969, recorded August 20, 1969, Book 8644 of Official Records, page 586.

5929 Mabie Ct.
San Jose (Santa Clara)
APN #694-34-065

COPY

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BOOK 984 PAGE 1458

EXHIBIT "A"

Lot 43, as shown on that certain Map entitled, "Tract No. 1268 Sunnyside Acres", which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California, on May 12, 1954 in Book 50 of Maps, at Pages 4 to 8 inclusive.

EXCEPTING THEREFROM the underground water or rights thereto with no rights of surface entry, as granted to San Jose Water Works, a California corporation, recorded on July 8, 1954 in Book 2910 of Official Records, page 401.

2711 Murtha Drive
San Jose (Santa Clara Co.)
APN #488-06-014

COPY

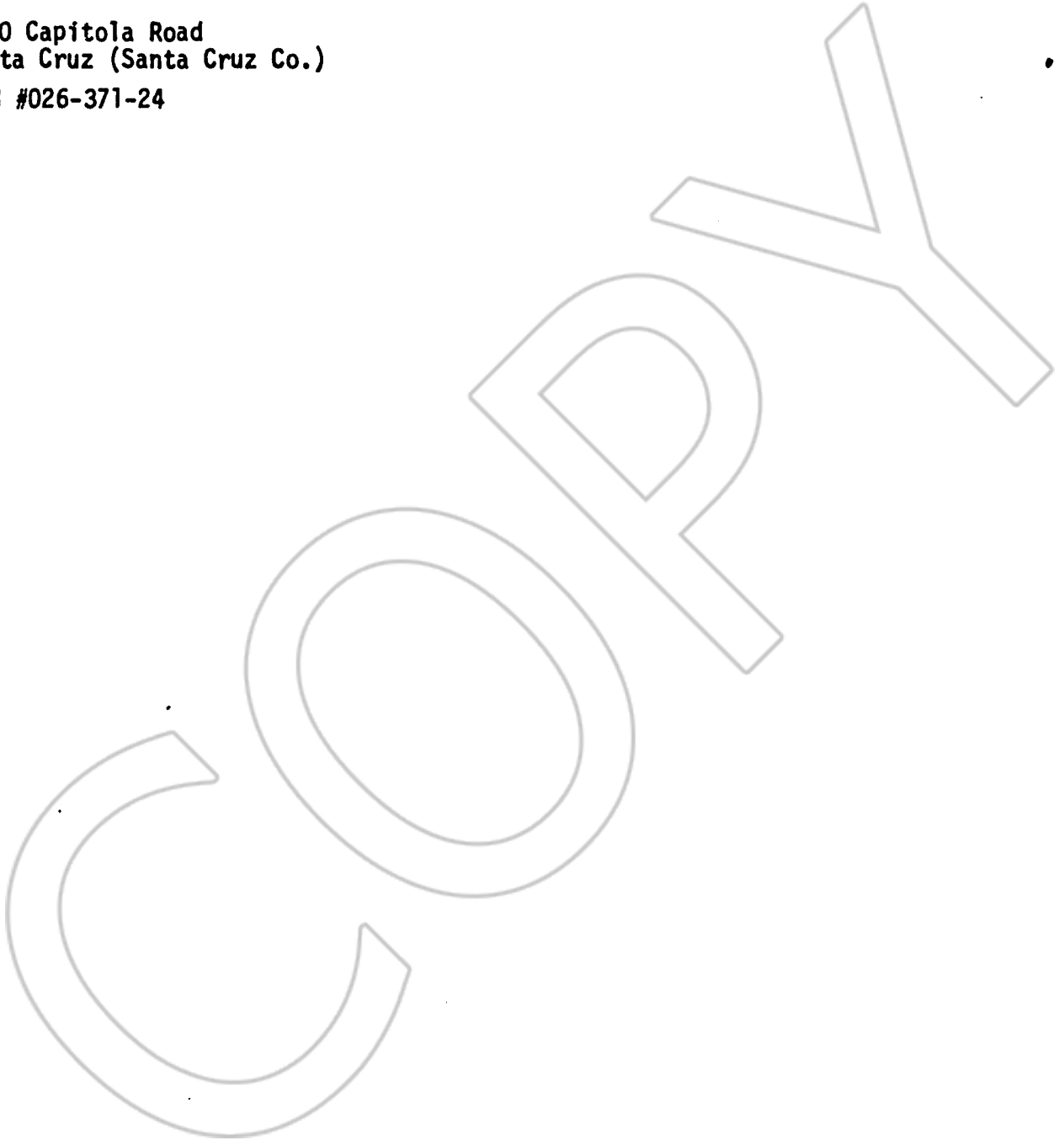
106730

BOOK 984 PAGE 1459

EXHIBIT "A"

All of Lot 24, as shown upon that certain Map entitled, "Tract No. 903 El Dorado Commons", in the County of Santa Cruz, State of California, per the Map filed February 4, 1980 in Volume 68, Page 46 of Maps, in the Office of the County Recorder of said County.

1200 Capitola Road
Santa Cruz (Santa Cruz Co.)
APN #026-371-24



106730

BOOK 984 PAGE 1460

EXHIBIT "A"

Being a portion of the property described in the Deed to Alfred J. Lee, et ux, recorded September 2, 1964 in Volume 1642, Page 179, Official Records of Santa Cruz County and a portion of the property described in the Deed recorded April 22, 1968 in Volume 1877, Page 284, Official Records of Santa Cruz County and more particularly described as follows:

BEGINNING at a point in the center of a 40 foot road on the Southwesterly line of the property of Lee as conveyed in the Deed recorded in Volume 1877, Page 284, Official Records of Santa Cruz County; said point also being the Southwest corner of the property described in the Deed to Leonard G. Stanley, et ux, recorded November 19, 1969 in Volume 1988, Page 381, Official Records of Santa Cruz County; thence North 31°53' East along the Southeast line of said Stanley 130 feet to the Southeast corner thereof and a point on the Northwesterly line of said Lee property; thence South 58°07' East along said Lee property 54.24 feet to the Southeast corner of the Lee property as described in the Deed recorded in Volume 1877, Page 284, Official Records of Santa Cruz County; thence South 31°53' West along said Southeast line 28.0 feet to the Northwest corner of the property described in the Deed to Edwin C. Anderson, et ux, recorded September 27, 1972 in Volume 2244, Page 198, Official Records of Santa Cruz County; thence South 52°0'08" East along the Southwest line of said Anderson 51.89 feet; thence South 31°53' West along a line which is parallel and 51.60 feet Southeasterly of the Northwest line of the Lee property described in the Deed recorded in Volume 1642, Page 170, Official Records of Santa Cruz County; 96.47 feet, more or less, to the center of the 40 foot road first herein referred to and the Southwest line of said Lee property; thence North 58°07' West along said centerline 105.84 feet to the point of beginning and being a part of Lots 56 and 57 of the unfiled map of Aptos Terrace.

7363 Mesa Drive
Aptos (Santa Cruz Co.)

APN #039-042-62

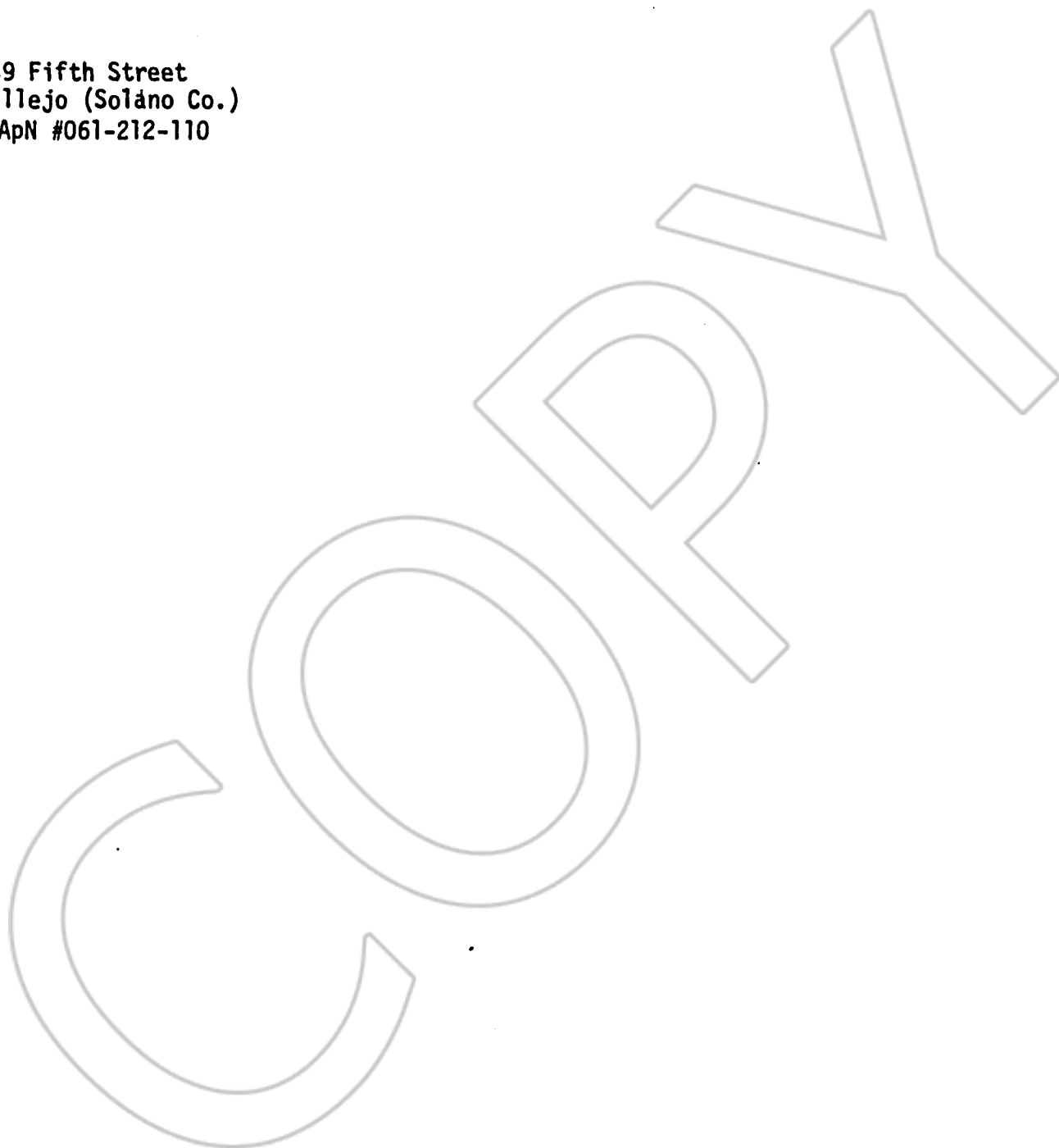
106730

BOOK 984 PAGE 1461

EXHIBIT "A"

Lot 20 in Block 740, as the same is shown on the Official Map of the City of Vallejo, made by E.H. Rowe, C.E., filed for record in the Office of the County Recorder of Solano County, California, on September 19, 1868 in Book 1 of Maps, Page 123.

959 Fifth Street
Vallejo (Solano Co.)
ApN #061-212-110



106730

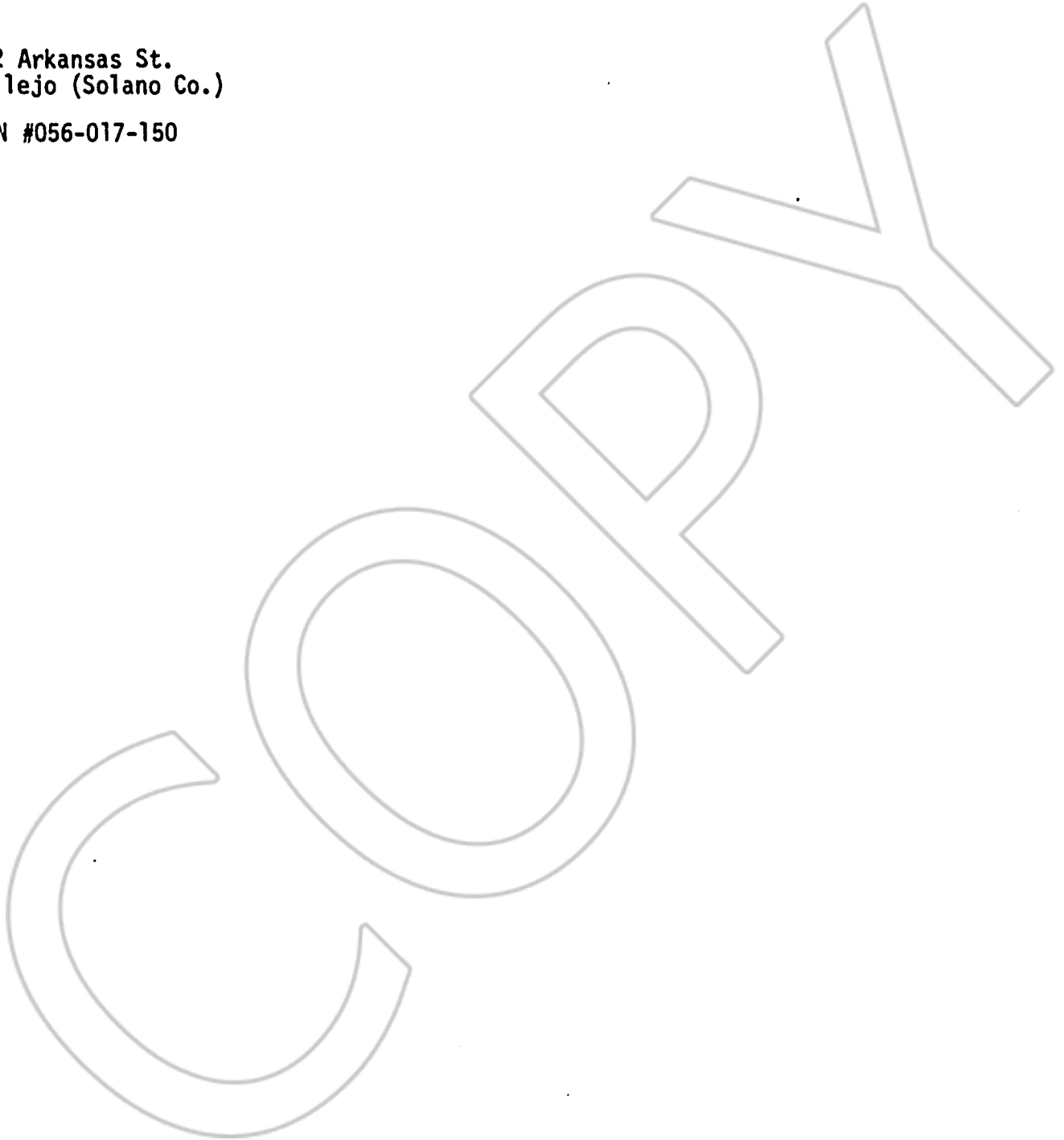
BOOK 984 PAGE 1462

EXHIBIT "A"

The East 45 Feet of Lot Ten (10) in Block Five Hundred Twenty-Seven (527), according to the map entitled: "First Subdivision of Land in and Adjoining the City of Vallejo, Solano County, California," filed in the office of the County Recorder of Solano County, California on February 19, 1902 in Book 1 of Maps, Page 109.

322 Arkansas St.
Vallejo (Solano Co.)

APN #056-017-150



106730

BOOK 984 PAGE 1463

EXHIBIT "A"

REAL PROPERTY in the City of Benicia, County of Solano, State of California, described as follows:

PARCEL ONE

Lot 13, as shown on the map entitled: "Secluded Knoll", recorded July 25, 1980 in Book 40 of Maps at page 12, Solano County Records.

PARCEL TWO

An appurtenant non-exclusive easement and right of access for ingress and egress on, over and across the following:

PARCEL A

Parcel "A" of Secluded Knoll, according to the Maps thereof recorded on July 25, 1980 in Book 40, Pages 12 and 13 of Maps, in the office of the County Recorder of Solano County, California.

PARCEL B

A non-exclusive easement appurtenant to Parcel "A" referred to in Parcel One above, to grade, maintain, and repair the slope thereof, on, over, and across the following described real property, to wit:

Beginning at the most northwesterly corner of Parcel A of that certain map entitled: "Secluded Knoll," filed July 25, 1980 in the office of the County Recorder of Solano County, California, in Book 40 of Maps at page 12, said point being on the southerly line of "O" Street, said point being the true point of beginning, thence South 60° 04' 30" East 114.00 feet; thence North 29° 55' 30" East 25.00 feet; thence North 60° 04' 30" West 114.00 feet; thence South 29° 55' 30" West 25.00 feet to the true point of beginning.

EXCEPTING AND RESERVING unto the grantor, rights and easements for ingress and egress and for public utilities on, over, and across Parcels One and Two hereinabove described, together with the right to convey the same to others.

PARCEL C

An easement for ingress and egress, over and across the following described property:

Commencing at the most westerly corner of a parcel of land as shown on the map entitled: "Secluded Knoll," filed in the office of the Solano County Recorder, July 25, 1980 in Book 40 of Maps, page 12, thence North 60° 04' 30" West, along the northwesterly extension of the southwesterly line of said parcel of land, a distance of 3.5 feet, thence North 29° 55' 30" East, running parallel to the northwesterly line of said parcel, a distance of 37.3 feet to the beginning of a curve concave southerly and having a radius of 10 feet; thence northeasterly along said curve, through a central angle of 49° 27' 30", a distance of 8.63 feet to a point on the northwesterly line of said parcel; thence southwesterly along said northwesterly line to the point of commencement.

335 E. "T" Street
Benicia, California-Solano County
A. P. No. 094-421-130

106730

BOOK 984 PAGE 1461

EXHIBIT "A"

Lot 5 in Block 9814 of Rutherford Tract, in the County of Stanislaus, State of California, according to the Official Map thereof, filed in the office of the Recorder of Stanislaus County, California, on March 19, 1947 in Volume 16 of Maps, at Page 37.

1114 Imperial Ave.
Modesto (Stanislaus)

APN 80-004/56-43-05 (101)

COPY

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BOOK 984 PAGE 1465

"EXHIBIT A"

Lot 4 in Block 3184 of GOOD KARMA ESTATES, according to the Official Map thereof filed in the office of the Recorder of Stanislaus County, California, on February 14, 1979 in Volume 28 of Maps, Page 22.

909-911 Cheatham Court
Modesto, CA.

(Stanislaus County)

APN #: 037-29-41-201

COPY

106730

BOOK **984** PAGE **1466**

EXHIBIT "A"

Lot 10 of the J.D. Subdivision, as per Map filed December 3, 1909 in Volume 4
of Maps, Page 37, Stanislaus County Records.

3515-33 Merced Ave.
Denair, CA. (Stanislaus Co.)
APN#24-31-47-231

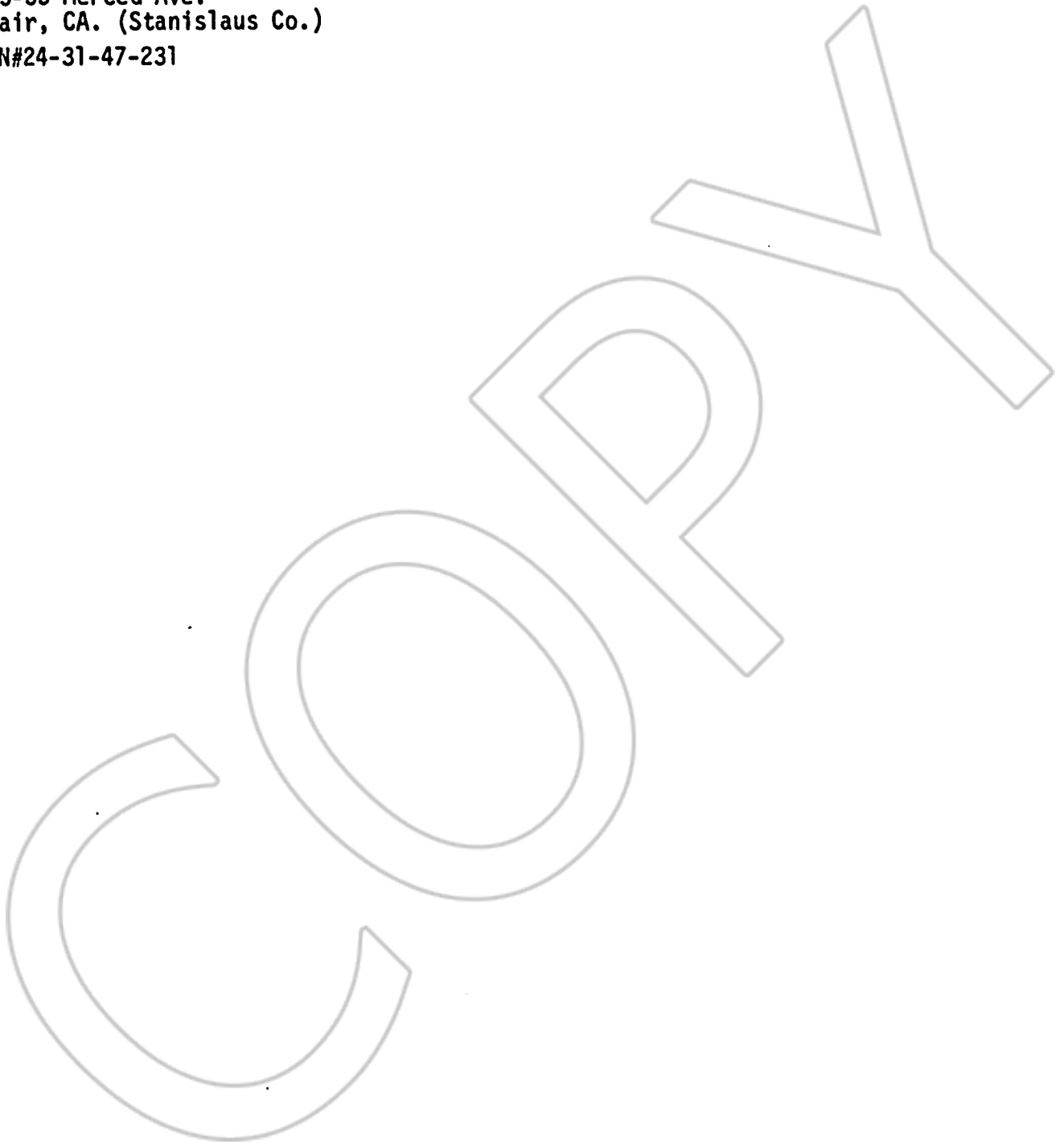


EXHIBIT "A"

PARCEL NO. 1:

An undivided 1/236th interest in and to Lot A of Timberlake, in the City of Modesto, County of Stanislaus, State of California, according to the Official Map thereof filed in the Office of the Recorder of Stanislaus County, California, on May 21, 1980 in Book 29 of Maps, at page 22.

EXCEPTING THEREFROM the following:

(a) Units 1 through 236 as shown upon the condominium plan of Timberlake, recorded on May 21, 1980 in Book 29 of Maps, at page 22 of Official Records of Stanislaus County.

(b) The exclusive right to possession of all those areas designated as Balconies, Garden Area, Parking Areas, Patio Areas and Decks shown upon the condominium plan above referred to.

PARCEL NO. 2:

Unit 165 as shown upon the condominium plan above referred to.

PARCEL NO. 3:

The exclusive right to possession and occupancy of those portions of Lot A described in Parcel 1 above, designated as Patio Area and shown upon the above referred to plan which are adjacent and appurtenant to Parcels 1 and 2 above described.

3701 Colonial Drive No. 165
Modesto (Stanislaus)

APN #2-008/55-51-52

106730

BOOK 984 PAGE 1468

EXHIBIT "A"

Parcel A of that certain Parcel Map filed for record in the office of the County Recorder of Stanislaus County, on May 27, 1981 in Volume 31 of Parcel Maps, at Page 118. Being a resubdivision of Lots 42 and 43 in the J.D. Subdivision in Section 6, Township 5 South, Range 11 East, County of Stanislaus, State of California.

4306 Elm Street
Denair (Stanislaus)

APN#56-002/24-30-60 (101)



DESCRIPTION:

All that certain real property situate in the County of Stanislaus, State of California, described as follows:

A portion of the West half of the West half of the Southwest quarter of the Southwest quarter of Section 2, Township 4 South, Range 9 East, Mount Diablo Base and Meridian, more particularly described as follows:

COMMENCING at the Southwest corner of the Southwest quarter of the Southwest quarter of said Section 2; thence running North along the West line of the Southwest quarter of the Southwest quarter of said Section 2, a distance of 307 feet to the principal point of beginning of this description; thence from said point of beginning run East, parallel with the South line of the Southwest quarter of the Southwest quarter of said Section 2, to a point which is the Northwest corner of the premises conveyed to Beatrice Lind, by Deed dated August 16, 1948 and recorded September 7, 1948, as Recorder's Series No. 19100, Stanislaus County Records; thence from said point continue East along the North line of said Lind premises to the Northeast corner of said premises; thence run North along the East line of the West half of the West half of the Southwest quarter of the Southwest quarter of said Section 2, a distance of 166.00 feet; thence run West, parallel with the South line of the Southwest quarter of the Southwest quarter of said Section 2, to the West line of the Southwest quarter of the Southwest quarter of said Section 2; thence run South along the West line of the Southwest quarter of the Southwest quarter of said Section 2, a distance of 166.00 feet to the principal point of beginning.

EXCEPTING THEREFROM the following described property.

COMMENCING at the Southwest corner of the Southwest quarter of the Southwest quarter of said Section 2, and running thence North along the West line of the Southwest quarter of the Southwest quarter of said Section 2, a distance of 401.00 feet to the point of beginning of the land hereby described; thence East and parallel with the South line of the Southwest quarter of said Section 2, to the East line of the West half of the West half of the Southwest quarter of the Southwest quarter of Section 2; thence North along said East line, 72.00 feet to a point; thence West and parallel with the South line of said Southwest quarter of the Southwest quarter of Section 2, to the West line of said Southwest quarter of the Southwest quarter of Section 2; thence South along said line, 72.00 feet to the point of beginning.

EXCEPTING FROM the premises herein described, the West 20 feet thereof, heretofore conveyed to the County of Stanislaus for road purposes.

APN. 54-004/39-21-34-191

(1405 North Central Avenue, Modesto, California)

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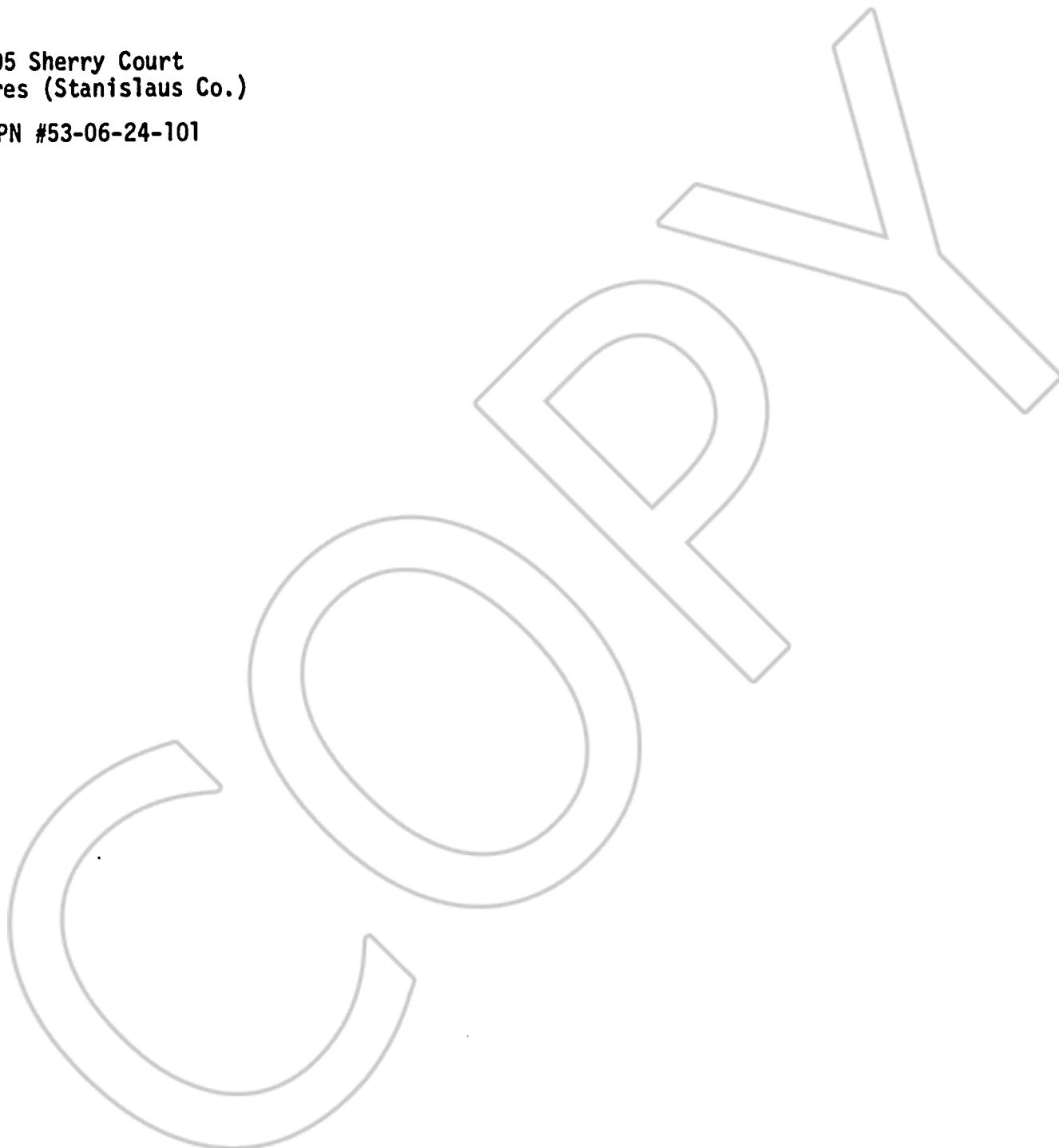
BOOK 984 PAGE 1470

EXHIBIT "A"

Lot 10 in Block 4552 of Redwood Estates Unit Two, as per Map filed June 29, 1977 in Volume 26 of Maps, Page 92, Stanislaus County Records.

**3805 Sherry Court
Ceres (Stanislaus Co.)**

APN #53-06-24-101



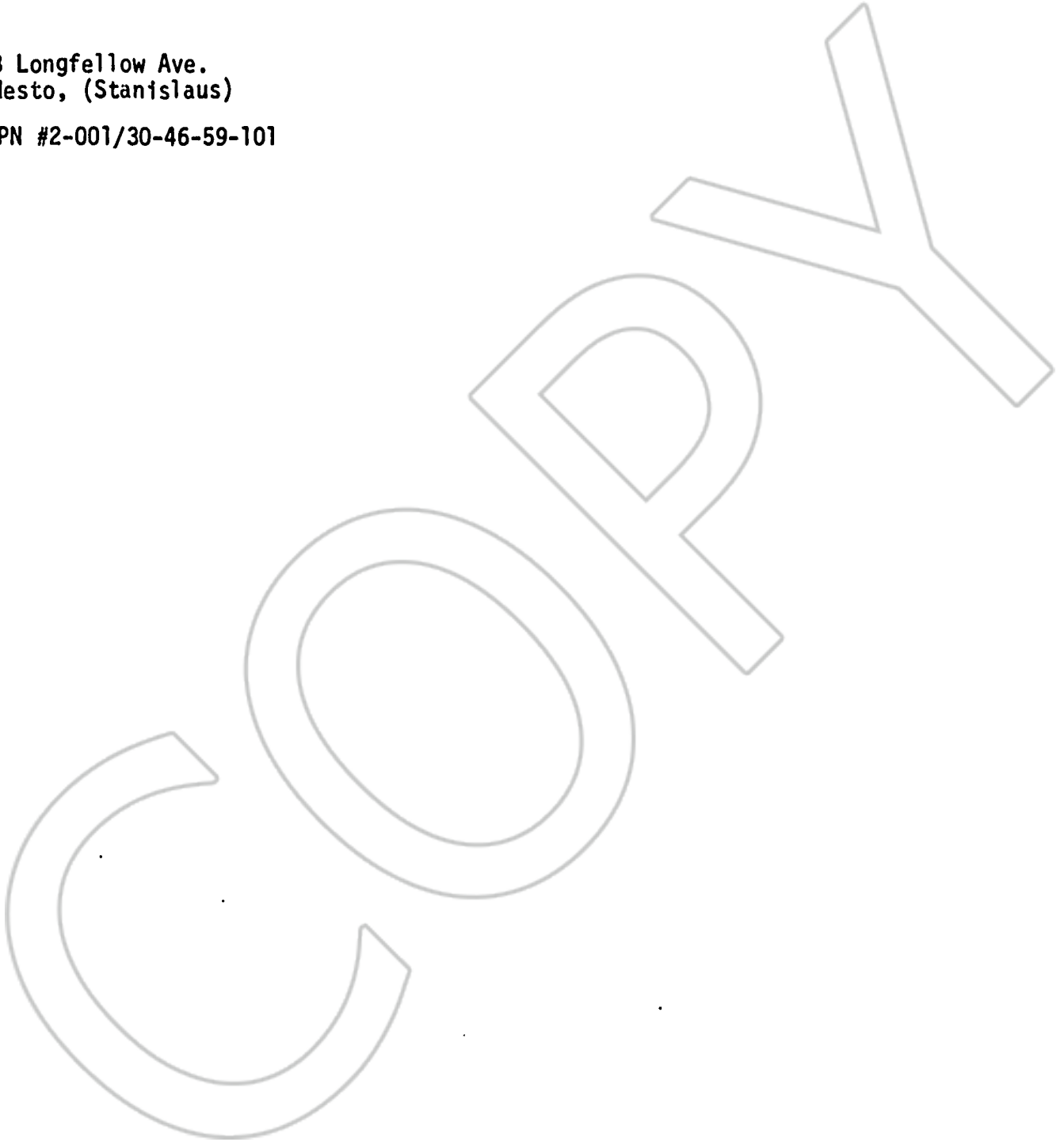
**106730
BOOK 984 PAGE 1471**

EXHIBIT "A"

Lot 25 in Block 4129 of Map of Units No. 1 of Willow Estates, according to the official map thereof, filed in the office of the Recorder of Stanislaus County, California, on May 15, 1962 in Volume 20 of Maps, at Page 13.

508 Longfellow Ave.
Modesto, (Stanislaus)

APN #2-001/30-46-59-101



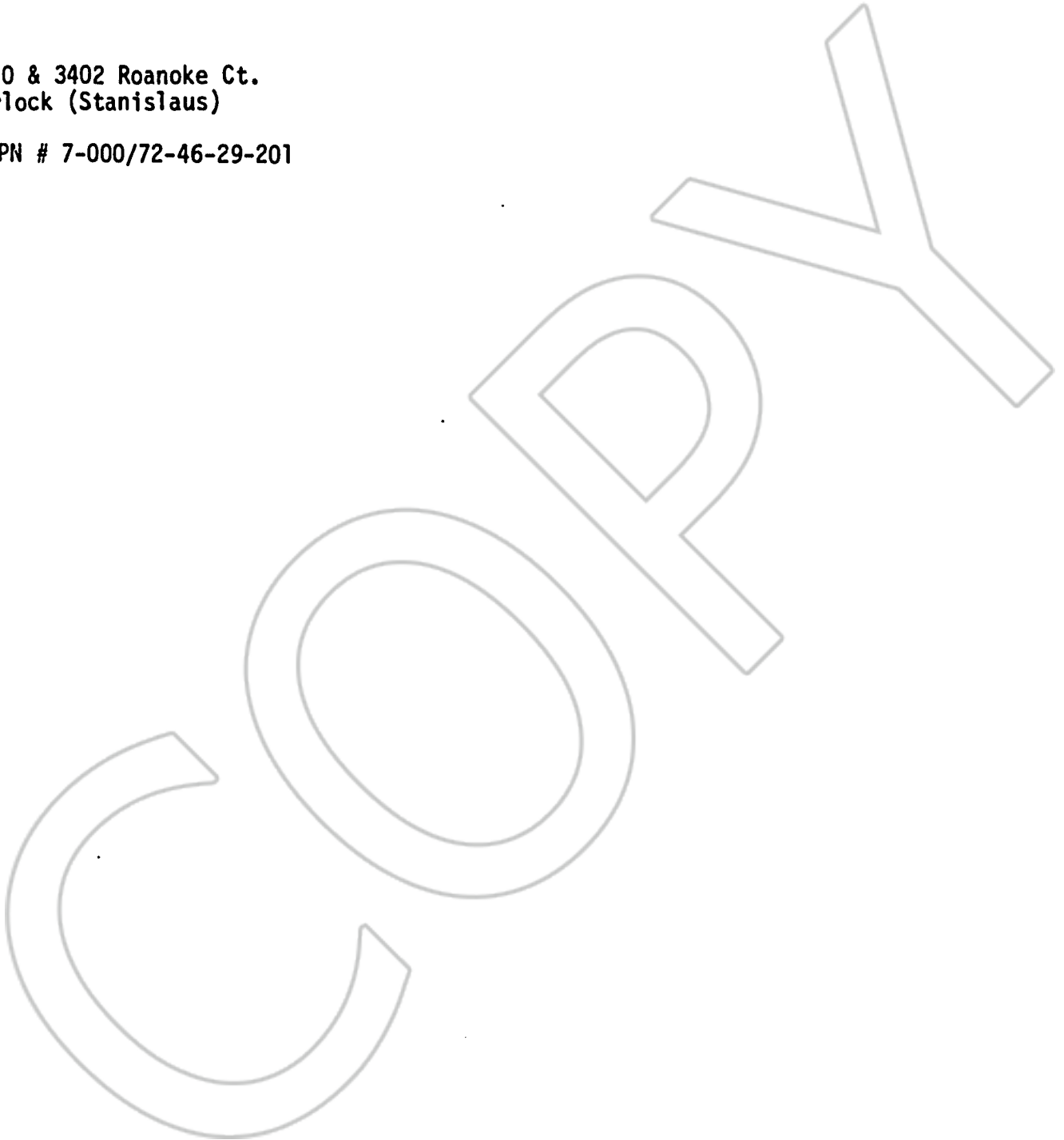
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EXHIBIT "A"

Lot 4 in Block 3800 of Villanova Estates, according to the Official Map thereof, filed in the office of the Recorder of Stanislaus County, California, on September 12, 1977 in Volume 27 of Maps, Page 7.

**3400 & 3402 Roanoke Ct.
Turlock (Stanislaus)**

APN # 7-000/72-46-29-201



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BOOK 984 PAGE 1473

EXHIBIT "A"

Lot 111, as shown on the map entitled Pine Mountain Lake Unit No. 3, which map was filed in the office of the County Recorder of said County on July 9, 1969 in Book 5 at Page 1 of Subdivision, Tuolumne County Records.

60607 Nob Hill Circle
Groveland (Tuolumne Co.)

APN # 92 090 18

COPY

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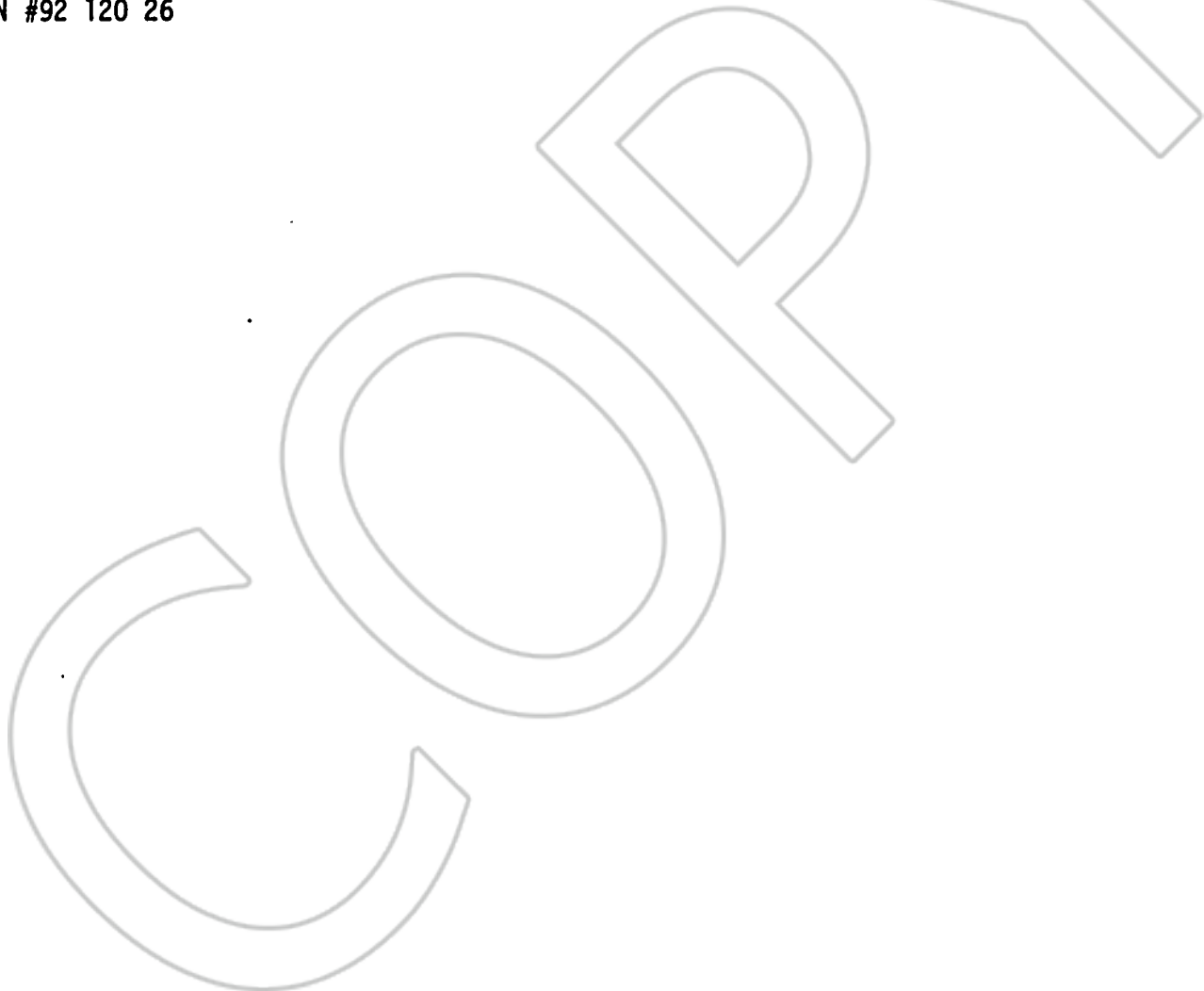
BOOK 984 PAGE 1474

EXHIBIT "A"

LOT 348, as shown on the map entitled PINE MOUNTAIN LAKE UNIT NO. 3, which map was filed in the office of the County Recorder of said County on July 9, 1969 in Book 5 Page 1 of Subdivisions, Tuolumne County Records.

Cresthaven Lot #348
Groveland, California
Tuolumne County

APN #92 120 26



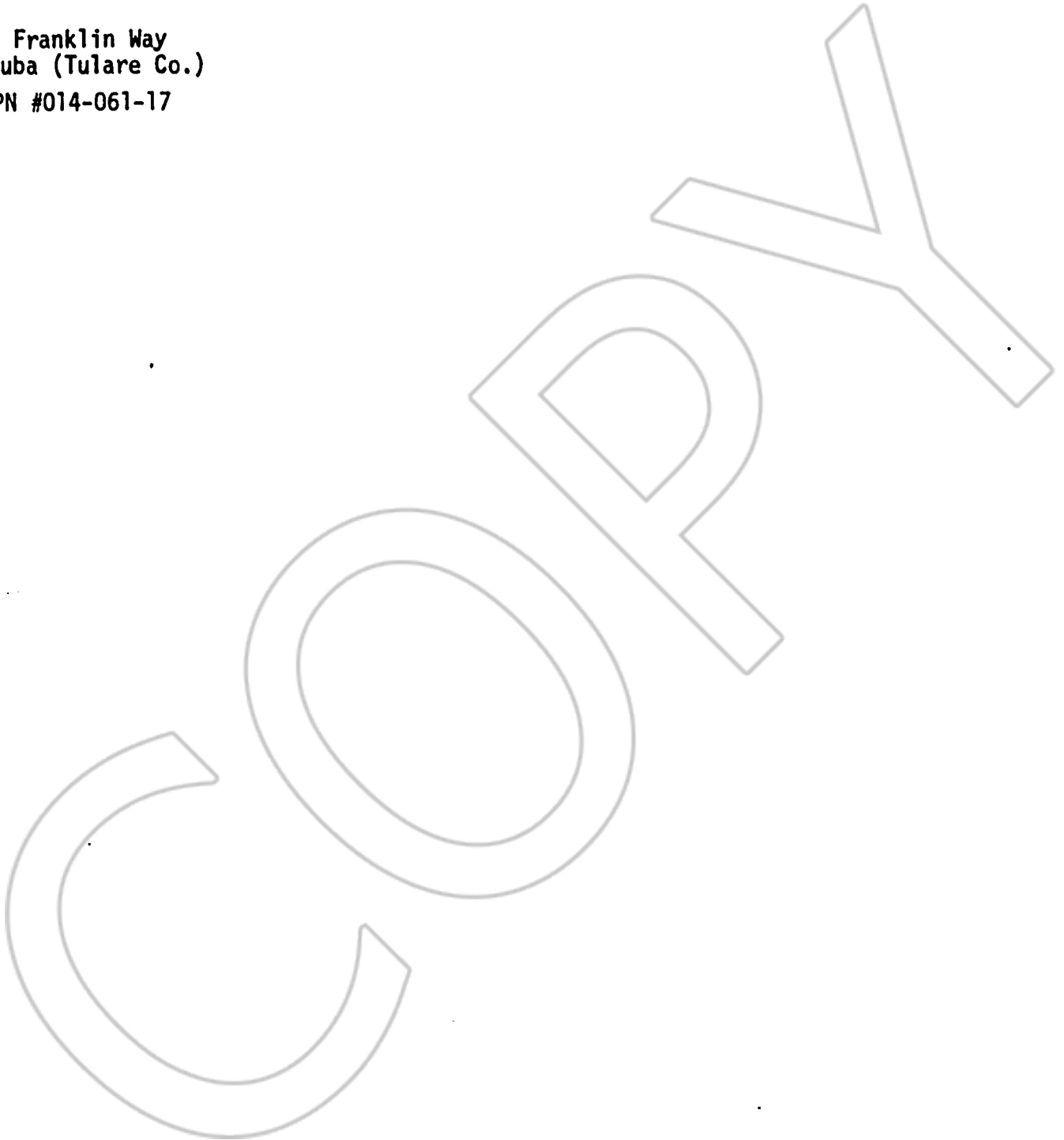
106730

BOOK 984 PAGE 1475

EXHIBIT "A"

**Lot 10 in Block 4 of R.F. Dunn Addition to Dinuba, in the City of Dinuba,
State of California, as per Map recorded in Book 12, Page 25 of Maps in the
Office of the County Recorder of said County.**

**469 Franklin Way
Dinuba (Tulare Co.)
APN #014-061-17**



106730

BOOK 984 PAGE 1476

EXHIBIT "A"

Lot 87, Linda Vista Knoll, in the City of Oxnard, County of Ventura, State of California, as per map recorded in book 20, page 16 of Maps, in the Office of the County Recorder of said County.

EXCEPT one-half of any rentals, royalties or bonuses which accrue from the minerals, as reserved in the deed from Ed. J. Carr and Mary Kathryn Carr, husband and wife, recorded September 4, 1947 in book 800, page 493 of Official Records.

EXCEPT one-fourth of any rentals, royalties or bonuses which accrue from the minerals, as reserved by Carmelina McKeegan, an unmarried woman, in deed recorded January 21, 1954 in book 11/9, page 411 of Official Records.

86 Arnaiz Drive
Oakview, California
(Ventura County)

APN #031-0-1/1-335

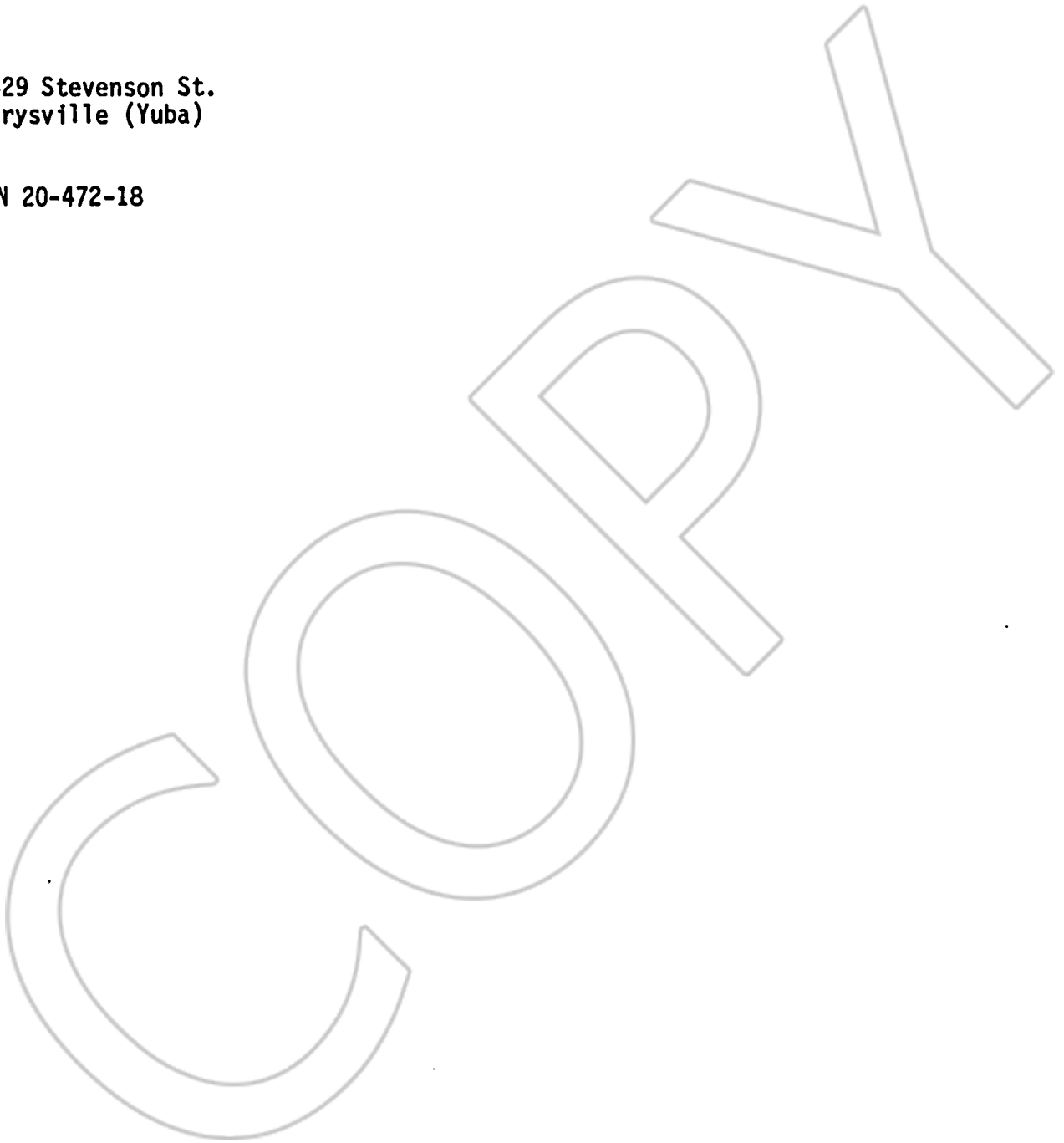
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EXHIBIT "A"

Lot 43 as shown upon the map entitled, "Yuba County Tract No. 236, Silverwood Estates", recorded July 17, 1981 in the office of the County Recorder of the County of Yuba, State of California, in Book 35 of Maps, Page 14.

**1429 Stevenson St.
Marysville (Yuba)**

APN 20-472-18



106730

BOOK 984 PAGE 1478

EXHIBIT "A"

Lots 15 thru 23, inclusive, 25, 27 thru 33 inclusive, and 35 thru 42 inclusive, as shown upon the Map entitled, "Yuba County Tract No. 236, Silverwood Estates", recorded July 17, 1981 in the office of the County Recorder of the County of Yuba, State of California, in Book 35 of Maps, at page 14.

25 Lots - Silverwood Estates
Yuba County



EXHIBIT "A"

Lot One Hundred Twenty-One (121) in Block Four (4) of El Cielo Ranchos, as shown by map thereof on file in Book 16 of plats, Page 74 and as amended as shown upon the recorded plat of the resubdivision of El Cielo Ranchos in Book 17 of Plats, Page 41, in the office of the county recorder of Clark County, Nevada.

1124 Eastridge Way
Las Vegas, Nevada
(Clark Co.)

A. P. NO. 340-530-071-022

*attach to
Warranty deed*

106730

BOOK 984 PAGE 1480

EXHIBIT "A"

PARCEL 1:

A Condominium Unit as defined by the provisions of the Nevada Condominium Act (Title 10, Chapter 117, Nevada Revised Statutes), shown as Unit Thirty-Six (36) of King Richard Court, as shown by map thereof on file in Book 15 of Plats, Page 18, in the office of the county recorder of Clark County, Nevada.

PARCEL II:

An undivided 1/70th interest in and to Lot A of King Richard Court, as shown by map thereof on file in Book 15 of Plats, page 18, in the Office of the County Recorder of Clark County, Nevada.

840 King Richard No. 36
Las Vegas, Nevada
(Clark Co.)

A. P. NO. 470-150-62D-036

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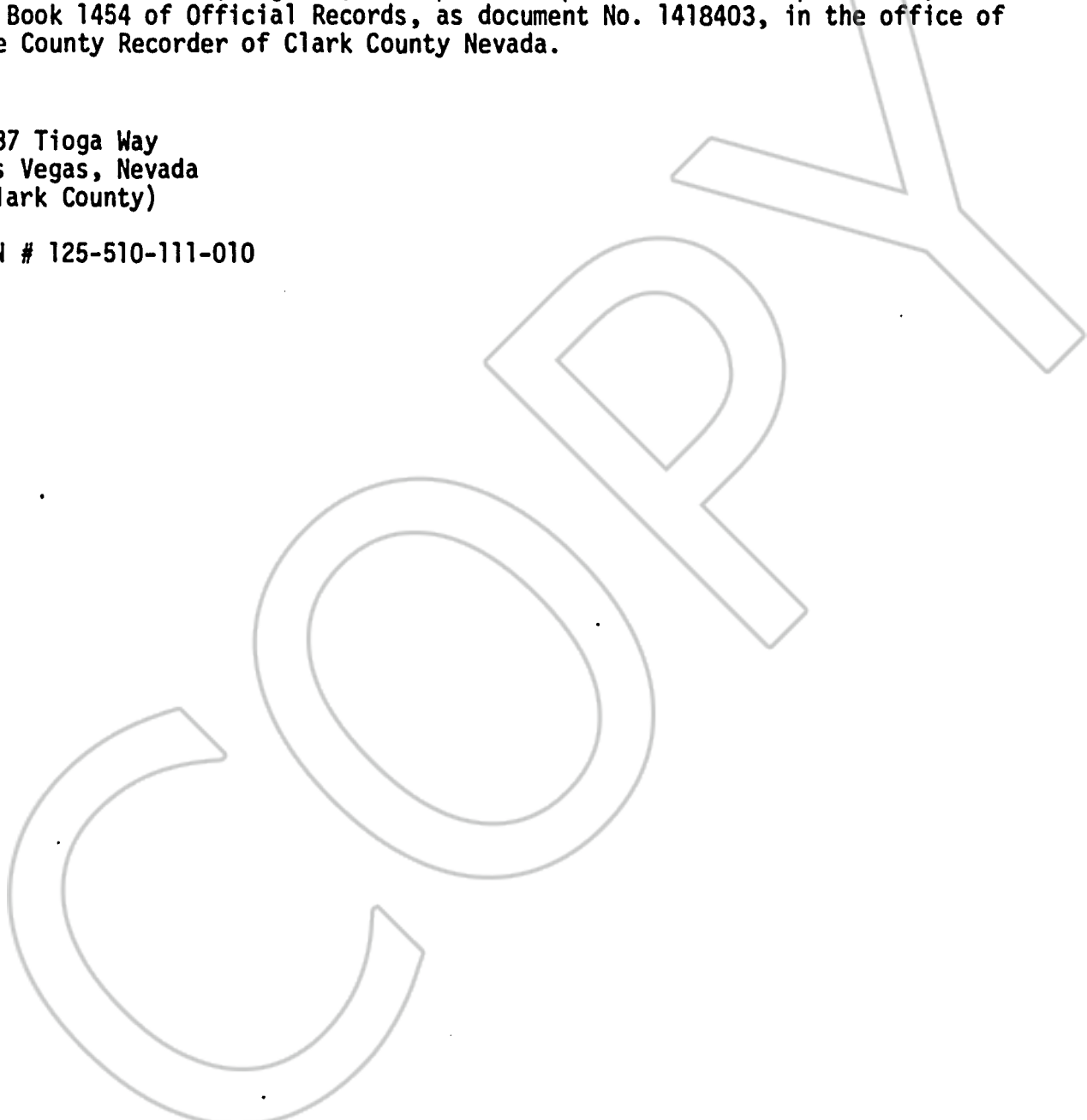
BOOK 984 PAGE 1481

EXHIBIT "A"

That portion of Lot Three (3), Block Five (5) Rainbow Valley Estates in Book 4 of Plats, page 88 shown as Lot One (1) of that certain Parcel Map on file in file 35, Page 69, said parcel map was recorded September 9, 1981 in Book 1454 of Official Records, as document No. 1418403, in the office of the County Recorder of Clark County Nevada.

5037 Tioga Way
Las Vegas, Nevada
(Clark County)

APN # 125-510-111-010



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BOOK **984** PAGE **1482**

EXHIBIT "A"

That portion of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 5, Township 22 South, Range 61 East, M.D.B.&M., Clark County, Nevada, and being more particularly described as follows:

Parcel Four (4), as shown by map thereof on file in File 35, of Parcel Maps, Page 6, in the office of the County Recorder of Clark County, Nevada.

EXCEPTING AND RESERVING also to the United States all oil, gas, and other mineral deposits in the land, together with the right to prospect for, mine and remove the same according to the provisions of the act of June 1, 1938, as reserved in the patent recorded May 31, 1956, in Book 96, of Official Records, Clark County, Nevada Records, as Document No. 79409.

3245 Pamalyn Ave.
Las Vegas, Nevada
(Clark Co.)

A. P. NO. 635-360-280-085

COPY

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BOOK 984 PAGE 1483

EXHIBIT "A"

Situated in the County of Washoe, State of Nevada, and being a portion of the Northeast 1/4 of Section 15, Township 16 North, Range 18, East, M.D.B.&M. being more particularly described as follows:

PARCEL 1:

Unit 2 of Condominium Parcel Map No. 1166 for Hezmalhalch and Zlaket, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on September 26, 1980, under File Number 696623, Official Records.

PARCEL 2:

An undivided 1/4 interest in and to the common area, as shown on Parcel Map No. 1166.

942 Harold Dr.
#B Washoe Co.

A. P. NO. 124-770-02

106730

BOOK 984 PAGE 1484

EXHIBIT "A"

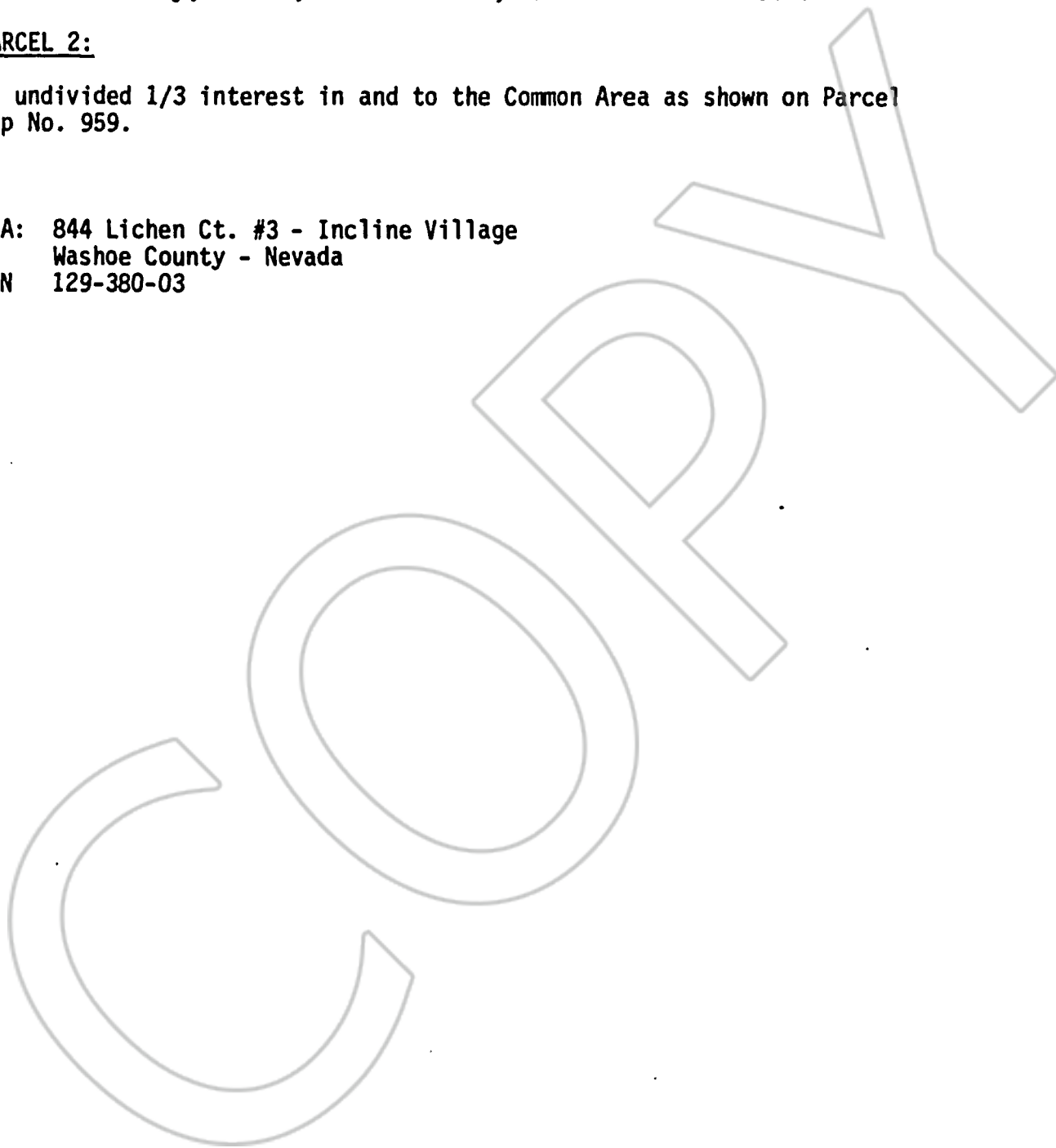
PARCEL 1:

Unit 3, of Parcel Map No. 959, a condominium, being Lot 3 of Block A of Incline Village Unit No. 3, filed in the office of the County Recorder of Washoe County, Nevada, on October 10, 1979 as File No. 634840.

PARCEL 2:

An undivided 1/3 interest in and to the Common Area as shown on Parcel Map No. 959.

P/A: 844 Lichen Ct. #3 - Incline Village
Washoe County - Nevada
APN 129-380-03



106730
BOOK 984 PAGE 1485

EXHIBIT "A"

Unit 266 as shown on the Amended Condominium Map of Mountain Shadows of Incline Unit No. 8, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on October 3, 1979, under Filing No. 633261, Official Records.

An undivided 1/42nd interest in all of the "Common Area" as shown on the Amended Map of Unit 8, Mountain Shadows of Incline, a Condominium, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on October 3, 1979, under Filing No. 633261, Official Records.

333 Skyway, Unit #266
Incline Village, Nevada
(Washoe)

A. P. NO. 124-723-11

COPY

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BOOK 984 PAGE 1486

EXHIBIT "A"

**Lot 7, Block 5, Windwood, in the City of Gresham, County of Multnomah
and State of Oregon.**

**2064 S.E. Kane
Gresham, Oregon
(Multnomah Co.)**

TAX ACCOUNT NO. 92220-2120

COPY

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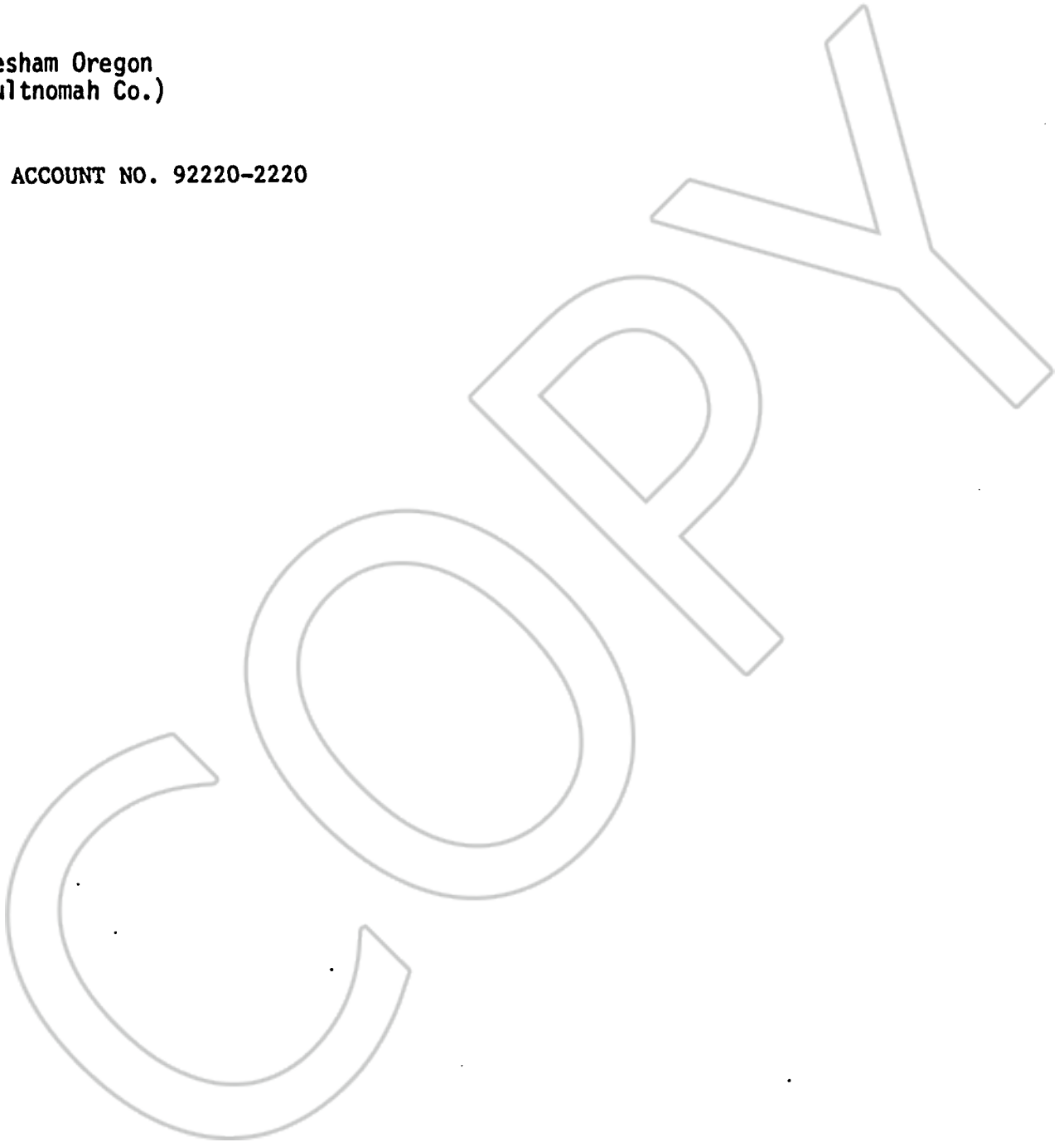
BOOK 984 PAGE 1487

EXHIBIT "A"

Lot 12, Block 5, Windwood, in the City of Gresham, County of Multnomah and State of Oregon.

**Gresham Oregon
(Multnomah Co.)**

TAX ACCOUNT NO. 92220-2220



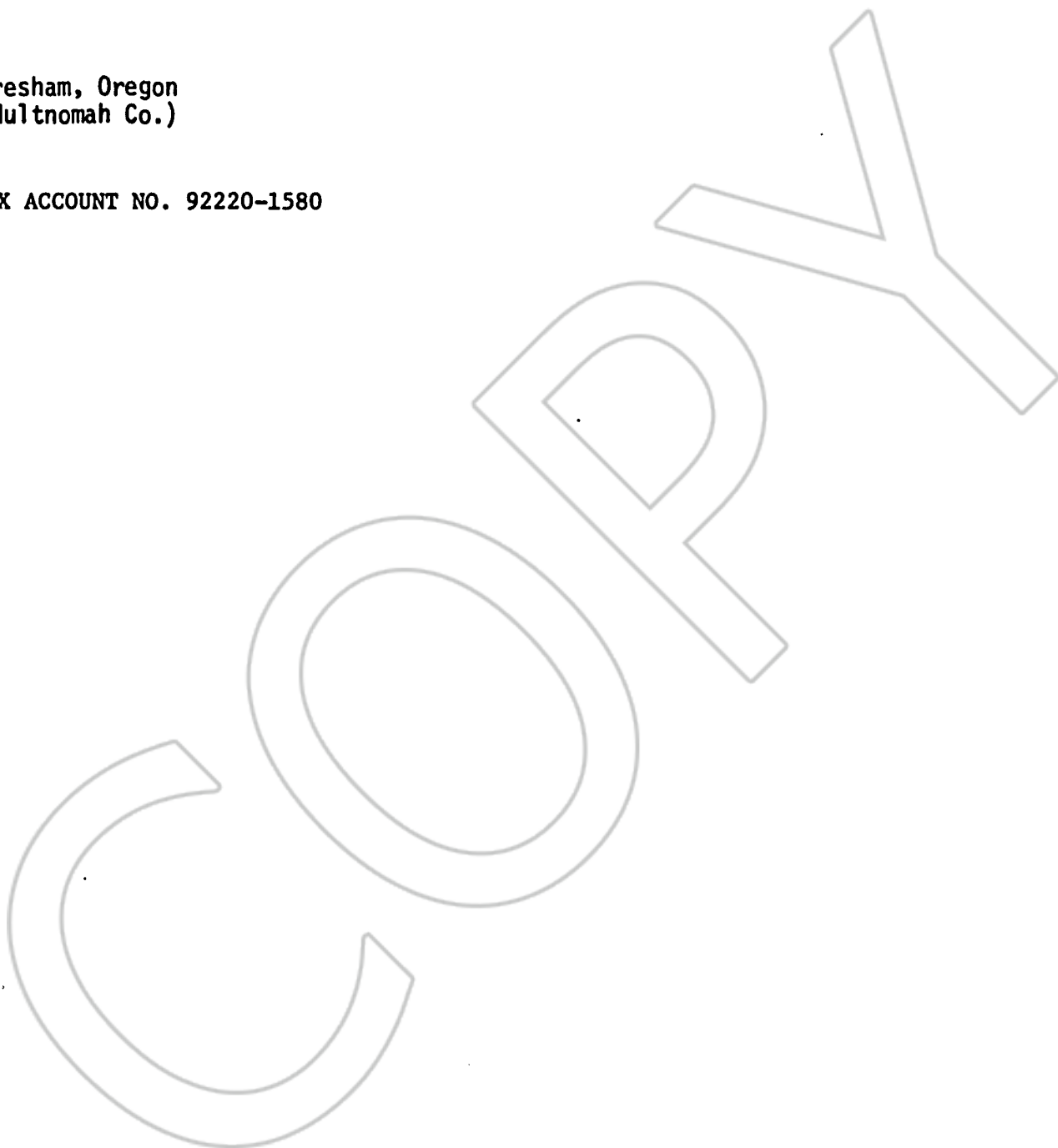
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BOOK 984 PAGE 1488**

EXHIBIT "A"

Lot 10, Block 4, Windwood, in the City of Gresham, County of Multnomah and State of Oregon.

**Gresham, Oregon
(Multnomah Co.)**

TAX ACCOUNT NO. 92220-1580



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BOOK 984 PAGE 1489

EXHIBIT "A"

Lot 2, Block 17, KINZEL PARK, in the city of Portland, County of Multnomah
and State of Oregon

7920-22-24 S.E. Washington Street
Portland, Oregon
(Multnomah, County)

TAX ACCOUNT NO. 45330-2630

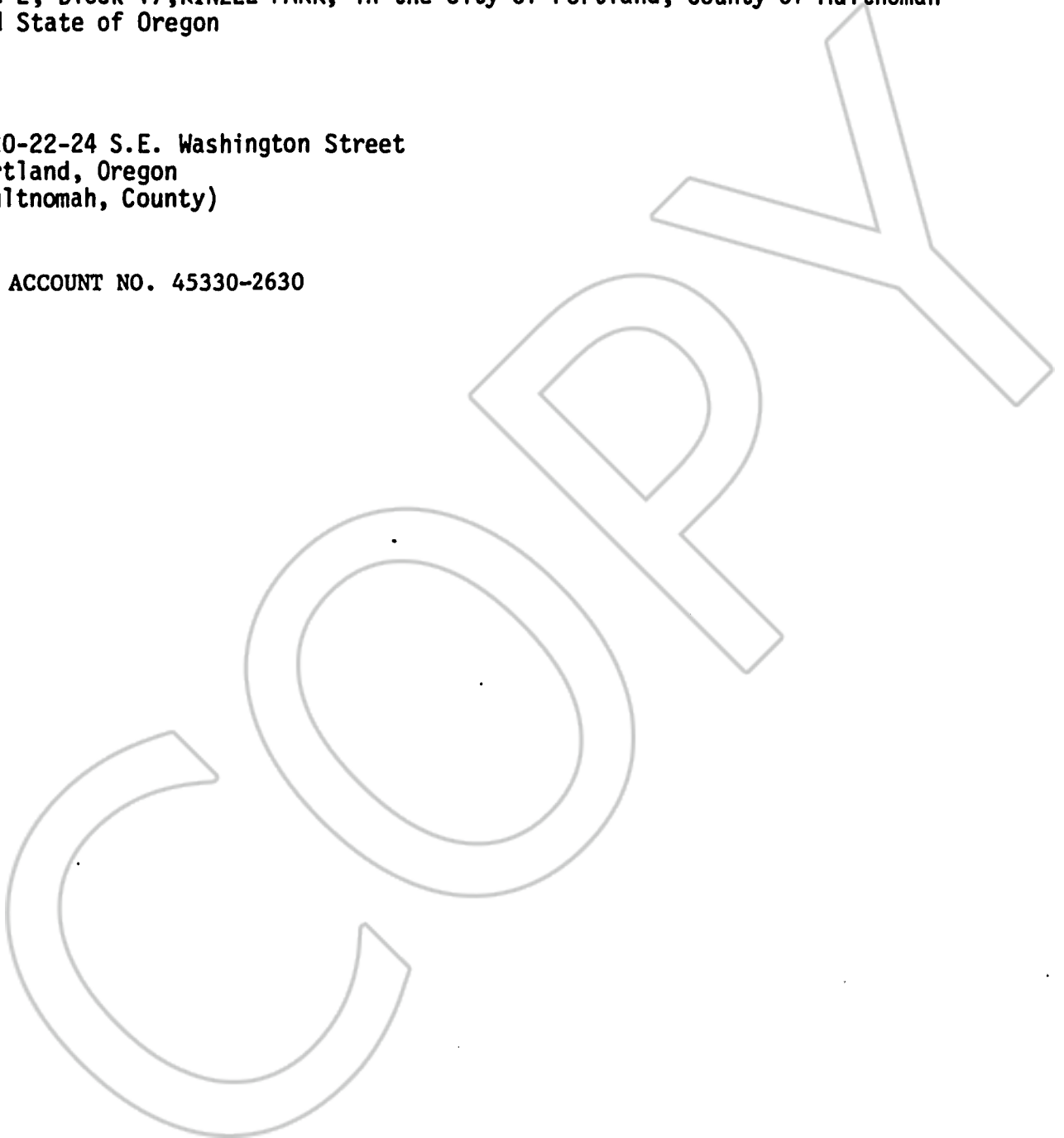


EXHIBIT "A"

Lot 40, DEL MARCUS ESTATES, in the County of Clackamas and State of Oregon .

8760 S.E. Blair
Portland, Oregon
(Clackamas Co.)

TAX ACCOUNT NO. 12E33BB 00133

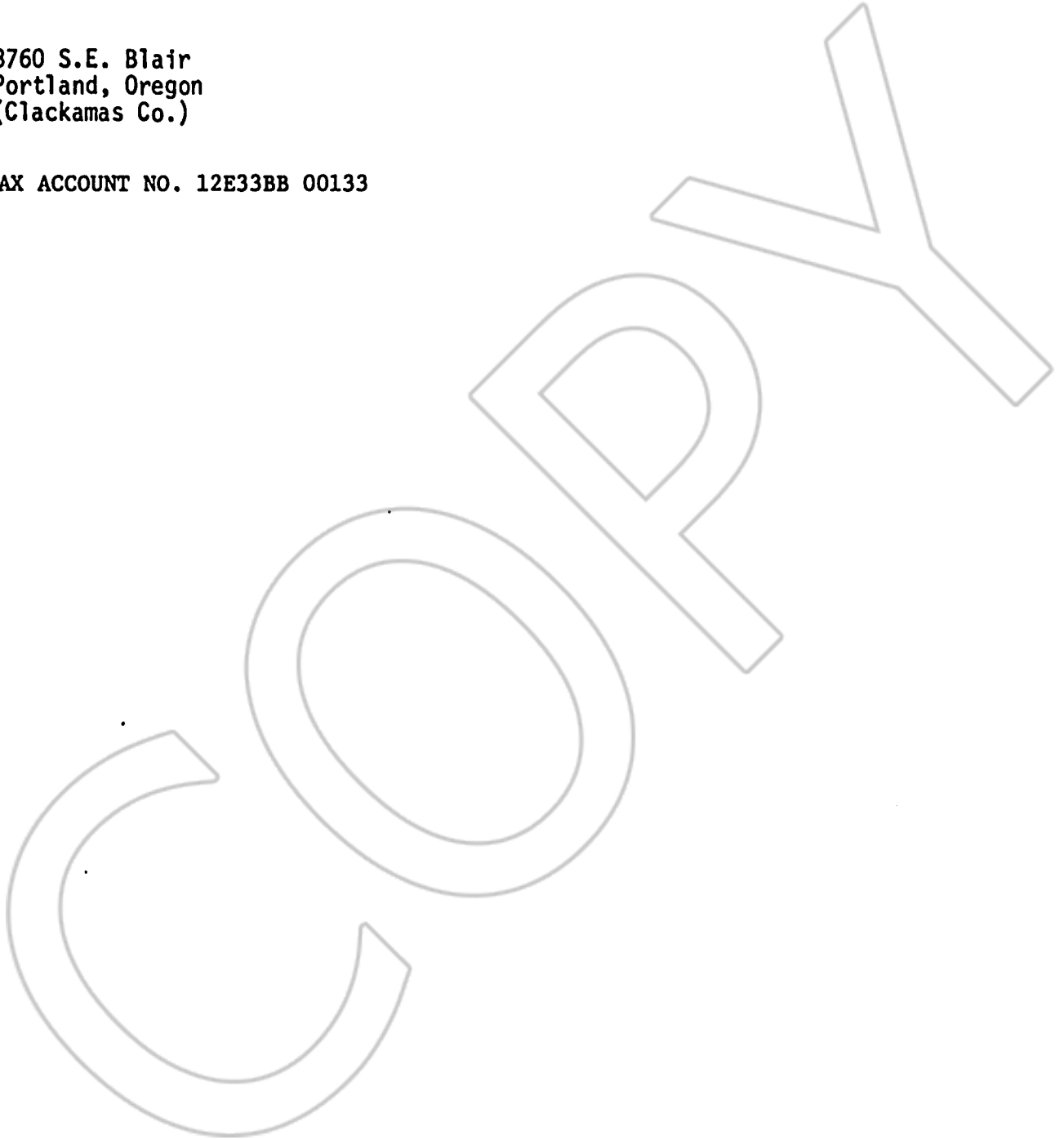
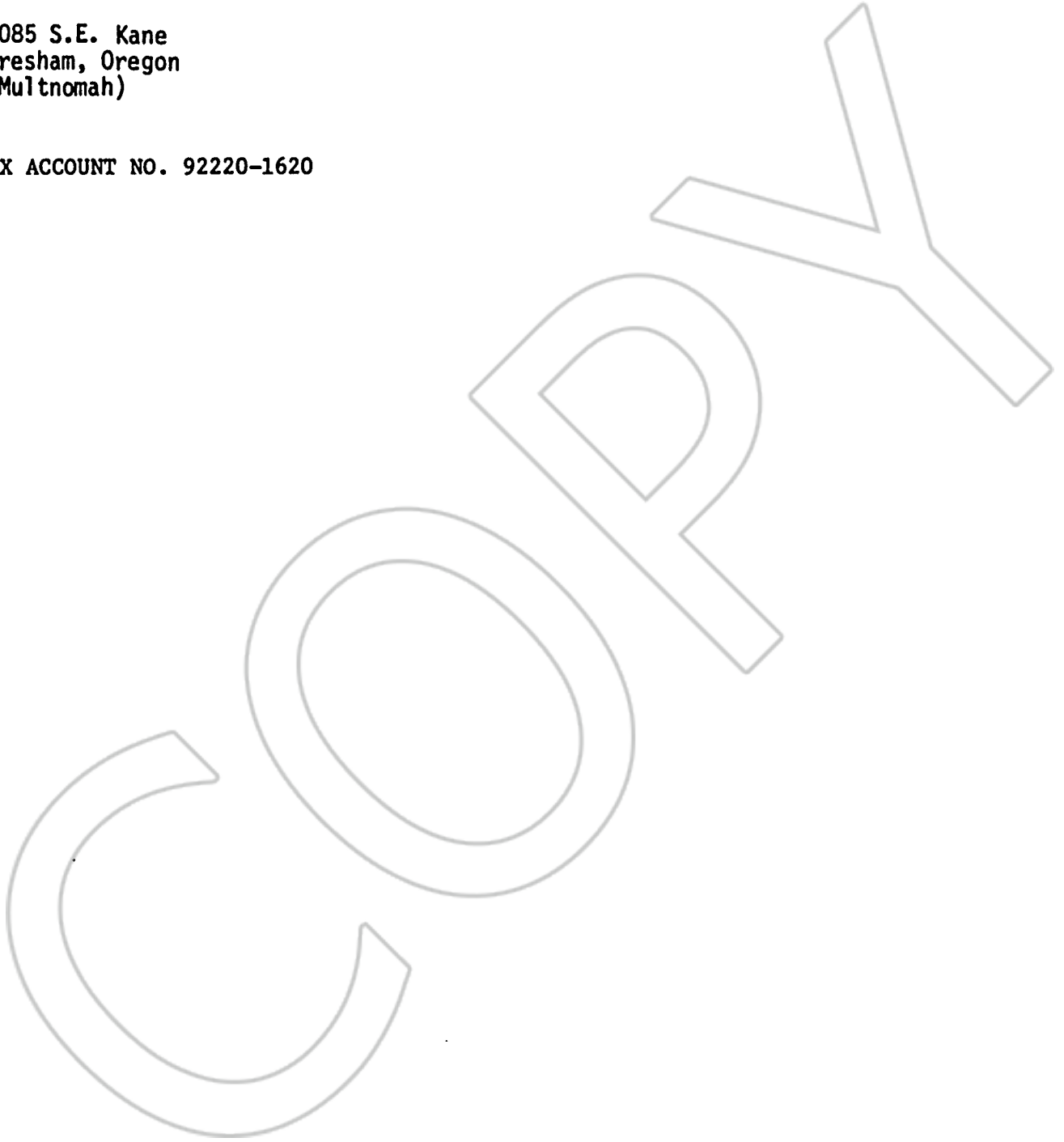


EXHIBIT "A"

**Lot 12, Block 4, Windwood, in the City of Gresham, County of Multnomah
and State of Oregon.**

**2085 S.E. Kane
Gresham, Oregon
(Multnomah)**

TAX ACCOUNT NO. 92220-1620



**106730
BOOK 984 PAGE 1492**

EXHIBIT "A"

Lot 7, Block 5, Windwood, in the City of Gresham, County of Multnomah
and State of Oregon

P/A: 2064 S. E. Kane
Gresham, Oregon

Multnomah Co.

TAX Acct. No. 92220-2080

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BOOK **984** PAGE **1493**

EXHIBIT "A"

Lot 31, Del Marcus Estates, in the County of Clackamas and State of Oregon.

8815 Del Marcus
Portland Oregon
(Clackamas Co.)

TAX ACCOUNT NO. 12E33BB 00124

COPY

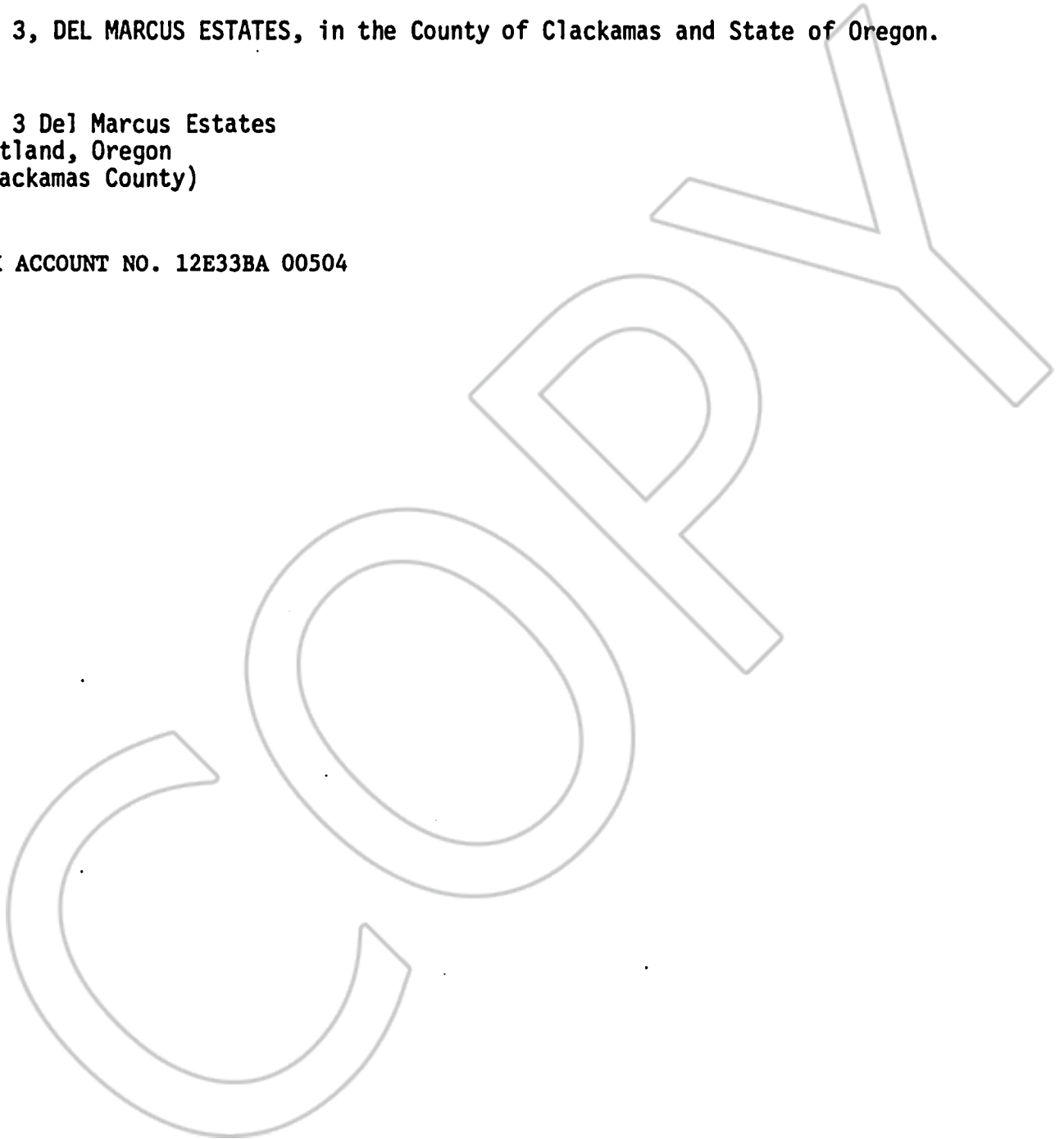
106730
BOOK **984** PAGE **1494**

EXHIBIT "A"

Lot 3, DEL MARCUS ESTATES, in the County of Clackamas and State of Oregon.

**Lot 3 Del Marcus Estates
Portland, Oregon
(Clackamas County)**

TAX ACCOUNT NO. 12E33BA 00504



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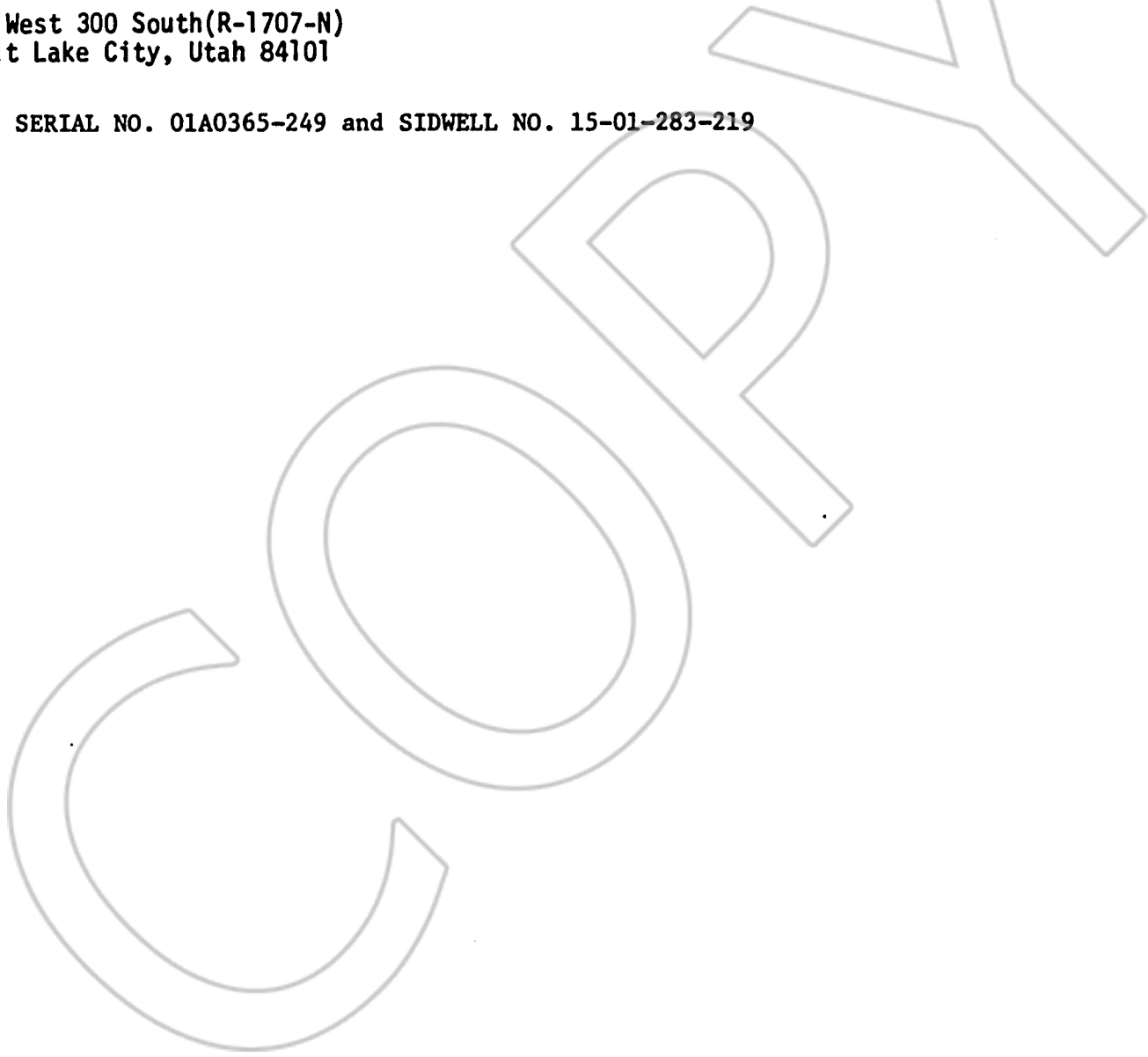
BOOK 984 PAGE 1495

EXHIBIT "A"

Condominium Unit No. R-1707-N in AMERICAN TOWERS, a Condominium Project, together with and including an appurtenant undivided interest in the Common Areas, all as established and described in the Declaration of Condominium and Record of Survey Map pertaining to said Project, both of which were recorded in the office of the County Recorder of Salt Lake County, State of Utah, on July 30, 1982 as Entry No. 3697665 and 3697666, respectively, in Book 5400, commencing at page 292 through 377 and in Book 82-7 of Plats at page 64.

48 West 300 South(R-1707-N)
Salt Lake City, Utah 84101

TAX SERIAL NO. 01A0365-249 and SIDWELL NO. 15-01-283-219



106730

BOOK **984** PAGE **1496**

EXHIBIT "A"

Apartment No. A-101 The Redwoods, a Condominium intended for single family residence use only, (Post Office address of the property is 9474 Redmond-Woodinville Road, Redmond, Washington), according to survey map and set of plans recorded in Volume 51 of Condominiums, pages 6 through 14, inclusive, records of King County, Washington, under Recording No. 8101300432, and amendment thereof recorded in Volume 53, pages 75 and 76, under Recording No. 8105270767, and according to Condominium Declaration recorded under Recording No. 8101300433, and amendment thereof recorded under Recording No. 8105270768;

TOGETHER with an undivided 1.7419% interest in the common areas and facilities appertaining to said Apartment/Unit;

AND TOGETHER WITH those limited common areas and facilities so appertaining to said apartment, including but not necessarily limited to Limited Common Area covered carport Parking Space No. 13, the general locations of which are shown in the Survey Map and Plans, but the exact dimensions of which may not be defined.

9474 Woodinville Rd.
Redmond, Washington
(King Co.)

TAX ACCOUNT NO. 720595-0010-02

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EXHIBIT "A"

Apartment No. 103, Building No. 2520 of Chelsea Court, a Condominium intended for single family residence use only, according to survey map and set of plans, recorded in Volume 40 of Condominiums, pages 11 through 20, inclusive, records of King County, Washington, under Recording No. 7912180861, and amendments thereto recorded in Volume 42, pages 51 through 60, inclusive and Volume 45, pages 81 through 90, inclusive under Recording Nos. 8003100631 and 8008200583, respectively, said map setting forth and delineating a description of the land as provided in R.C.W. 64.32.090(1), and according to Condominium Declaration recorded under Recording No. 7912180862 and amendments thereto under Recording Nos. 8003100632, 8008200584, 8009110198 and 8012120509;

TOGETHER WITH an undivided .957% interest in the common areas and facilities appertaining to said Apartment;

AND TOGETHER WITH those limited common areas and facilities so appertaining to said apartment, including but not necessarily limited to Limited Common Area Parking Space No. 76, the general location of which is shown in the Survey Map and Plats, but the exact dimensions of which may not be defined.

Situated in the County of King, State of Washington.

2520 S. 317th St.
Federal Way, Washington
(King Co.)

TAX ACCOUNT NO. 154180-0420-09

REQUESTED BY
SILVER STATE TITLE CO.
IN OFFICE RECORDS OF
COUNTY OF KING, WASHINGTON

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SUZANNE DE WIDREAU
RECORDER

\$179⁰⁰ PAID *ju* DEPUTY **106730**

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